

1110-00193

004

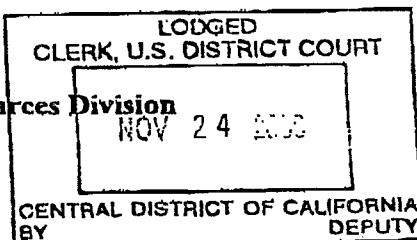
COPY

COPY FOR THE JUDGE

SFUND RECORDS CTR
95488

1 **LOIS SCHIFFER**
 2 Assistant Attorney General
 3 U.S. Department of Justice
 4 Environment & Natural Resources Division

5 **KARL FINGERHOOD**
 6 Trial Attorney
 7 U.S. Department of Justice
 8 Environment & Natural Resources Division
 9 P.O. Box 7611
 10 Washington, D.C. 20044-7611
 11 Telephone: (202) 514-7519
 12 Telefax: (202) 514-2583



13 **IN THE UNITED STATES DISTRICT COURT**
 14 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**
 15 **WESTERN DIVISION**

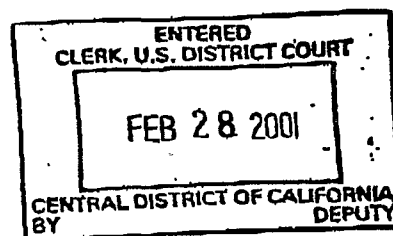
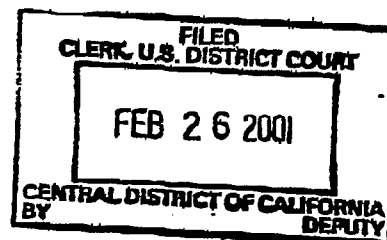
16 **UNITED STATES OF AMERICA,**

17 **Plaintiff,**

18 **v.**

00-12471-JEH

19 **ABEX AEROSPACE DIVISION and PNEUMO-**
 20 **ABEX CORPORATION; AIR PRODUCTS AND**
 21 **CHEMICALS, INC.; ALCOA INC.;**
 22 **ALLIEDSIGNAL, INC. (now known as**
 23 **HONEYWELL INTERNATIONAL, INC.);**
 24 **ALPHA THERAPEUTIC CORPORATION;**
 25 **APPLIED MICRO CIRCUITS CORPORATION;**
 26 **APPROPRIATE TECHNOLOGIES II, INC.;**
 27 **ARLON ADHESIVES & FILM; ARMOR ALL**
 28 **PRODUCTS CORPORATION; AVERY**
DENNISON CORPORATION; BASF
CORPORATION; BAXTER HEALTHCARE
CORPORATION; BOEING NORTH AMERICA,
INC.; BONANZA ALUMINUM CORP.; BORDEN,
INC.; BOURNS, INC.; BROADWAY STORES,
INC.; CALIFORNIA DEPT. OF
TRANSPORTATION; CALSONIC CLIMATE
CONTROL, INC. (now known as CALSONIC
NORTH AMERICA, INC.); CANON BUSINESS
MACHINES, INC.; INTERNATIONAL PAPER
COMPANY; WASTE MANAGEMENT, INC.;
UNITED DOMINION INDUSTRIES; CITY OF
LOS ANGELES, DEPARTMENT OF AIRPORTS;
CITY OF SANTA MARIA; COUNTY OF LOS
ANGELES; CROSBY & OVERTON, INC.;
DATATRONICS ROMOLAND, INC.; DEUTSCH
ENGINEERED CONNECTING
DEVICES/DEUTSCH GAV; DISNEYLAND



- 1 -

✓ notated
 119 Copies sent
 JS-2/JS-3 JUSTICE
 CLSD
 MAR 7 2001

1 LOIS SCHIFFER
Assistant Attorney General
2 Environment & Natural Resources Division
United States Department of Justice
3

SFUND RECORDS CTR
1110-00193

4 KARL J. FINGERHOOD
Environmental Enforcement Section
Environment & Natural Resources Division
5 United States Department of Justice
P.O. Box 7611
6 Washington, D.C. 20044
Telephone: (202) 514-7519
7 Telefax: (202) 514-2583
8

9 IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 UNITED STATES OF AMERICA,

12 Plaintiff,

13 v.

NOTICE OF LODGING OF
CONSENT DECREE

Civil No:

14 ABEX AEROSPACE DIVISION and PNEUMO-ABEX
CORPORATION; AIR PRODUCTS AND CHEMICALS,
15 INC.; ALCOA INC.; ALLIEDSIGNAL, INC. (now known
as HONEYWELL INTERNATIONAL, INC.); ALPHA
16 THERAPEUTIC CORPORATION; APPLIED MICRO
CIRCUITS CORPORATION; APPROPRIATE
17 TECHNOLOGIES II, INC.; ARLON ADHESIVES &
FILM; ARMOR ALL PRODUCTS CORPORATION;
18 AVERY DENNISON CORPORATION; BASF
CORPORATION; BAXTER HEALTHCARE
19 CORPORATION; BOEING NORTH AMERICA, INC.;
BONANZA ALUMINUM CORP.; BORDEN, INC.;
20 BOURNS, INC.; BROADWAY STORES, INC.;
CALIFORNIA DEPT. OF TRANSPORTATION;
21 CALSONIC CLIMATE CONTROL, INC. (now known as
CALSONIC NORTH AMERICA, INC.); CANON
22 BUSINESS MACHINES, INC.; INTERNATIONAL
PAPER COMPANY; WASTE MANAGEMENT, INC.;
23 UNITED DOMINION INDUSTRIES; CITY OF LOS
ANGELES. DEPARTMENT OF AIRPORTS; CITY OF
24 SANTA MARIA; COUNTY OF LOS ANGELES;
CROSBY & OVERTON, INC.; DATATRONICS
25 ROMOLAND, INC.; DEUTSCH ENGINEERED
CONNECTING DEVICES/DEUTSCH GAV;
26 DISNEYLAND CENTRAL PLANT; DOW CHEMICAL
COMPANY; FHL GROUP; FIRMENICH
27 INCORPORATED; FORENCO, INC.; GAMBRO, INC.;
GATX TERMINALS CORPORATION; GENERAL
28 DYNAMICS CORPORATION; GEORGE INDUSTRIES;
GOLDEN WEST REFINING COMPANY; GREAT

1 WESTERN CHEMICAL COMPANY; GSF ENERGY,)
 L.L.C. (successor to GSF ENERGY, INC.);)
 2 GULFSTREAM AEROSPACE CORPORATION;)
 3 HEXCEL CORPORATION; HILTON HOTELS)
 CORPORATION; HITACHI HOME ELECTRONICS)
 (AMERICA), INC.; BP AMERICA INC.; HONEYWELL)
 4 INTERNATIONAL INC.; HUBBEL INC.; HUCK)
 MANUFACTURING COMPANY (by its former parent)
 5 Federal Mogul Corporation); HUGHES SPACE AND)
 COMMUNICATIONS COMPANY; HUNTINGTON)
 6 PARK RUBBER STAMP COMPANY;)
 INTERNATIONAL RECTIFIER CORPORATION; JAN-)
 7 KENS ENAMELING COMPANY; JOHNS MANVILLE)
 INTERNATIONAL, INC.; K.C. PHOTO ENGRAVING)
 8 CO.; KESTER SOLDER DIVISION, LITTON SYSTEMS,)
 INC.; KIMBERLY CLARK WORLDWIDE, INC.;)
 9 KOLMAR LABORATORIES, INC.; LOS ANGELES)
 COUNTY METROPOLITAN TRANSPORTATION)
 10 AUTHORITY; LOMA LINDA UNIVERSITY; BRITISH)
 ALCAN ALUMINUM, P.L.C.; MATTEL, INC.;)
 11 MAXWELL TECHNOLOGIES, INC.; THE MAY)
 DEPARTMENT STORES COMPANY; McDONNELL)
 12 DOUGLAS CORPORATION a wholly owned subsidiary of)
 the BOEING COMPANY; MEDEVA)
 13 PHARMACEUTICALS CA, INC. (f/k/as MD)
 PHARMACEUTICAL INC.); METROPOLITAN WATER)
 14 DISTRICT OF SOUTHERN CALIFORNIA; MICO INC.;)
 MINNESOTA MINING AND MANUFACTURING)
 15 COMPANY; QUALITY CARRIERS INC. (f/k/a)
 MONTGOMERY TANK LINES, INC.); NI INDUSTRIES)
 16 (a division of TRIMAS, a wholly owned subsidiary of)
 MASCO TECH); NMB TECHNOLOGIES CORP.;)
 17 OHLINE CORP.; OJAI MANUFACTURING)
 TECHNOLOGY, INC.; SIEMENS MEDICAL SYSTEMS,)
 18 INC.; PACIFIC BELL TELEPHONE COMPANY;)
 PACIFIC GAS & ELECTRIC CO.; PIONEER VIDEO)
 19 MANUFACTURING INC.; PRINTED CIRCUITS)
 UNLIMITED; NELLCOR PURTIAN-BENNETT; LONZA)
 20 INC.; QUEST DIAGNOSTICS CLINICAL)
 LABORATORIES, INC. (f/k/a BIO SCIENCE)
 21 ENTERPRISES); RATHON CORP. (f/k/a DIVERSEY)
 CORP.); RAYTHEON COMPANY; REGENTS OF THE)
 22 UNIVERSITY OF CALIFORNIA; REICHHOLD INC.;)
 REMET CORPORATION; RESINART CORP.;)
 23 ROBINSON PREZIOSO INC.; ROGERS)
 CORPORATION; SAFETY-KLEEN SYSTEMS, INC.)
 24 (f/k/a SAFETY-KLEEN CORP.); SCRIPTO-TOKAI)
 CORPORATION; SHELL OIL COMPANY; THE)
 25 SHERWIN-WILLIAMS COMPANY; SIGMA CASTING)
 CORPORATION (now known as HOWMET ALUMINUM)
 26 CASTING, INC.); SIGNET ARMORLITE, INC.;)
 SOUTHERN CALIFORNIA EDISON CO.; SOUTHERN)
 27 PACIFIC TRANSPORTATION CO. (now known as)
 UNION PACIFIC RAILROAD COMPANY); HARSCO)
 28 CORPORATION; BHP COATED STEEL CORP.;)

1 TELEDYNE INDUSTRIES INC.; TELEDYNE)
2 TECHNOLOGIES INCORPORATED; TENSION)
3 ENVELOPE CORP.; TEXACO INC.; TEXAS)
4 INSTRUMENTS TUCSON CORPORATION (f/k/a)
5 BURR-BROWN CORP.); TITAN CORPORATION;)
6 TODD PACIFIC SHIPYARDS; TREASURE CHEST;)
7 PACIFIC PRECISION METALS, INC.; UNION OIL)
8 COMPANY OF CALIFORNIA; UNITED PARCEL)
9 SERVICE, INC.; UNIVERSAL CITY STUDIOS, INC.;)
10 VAN WATERS & ROGERS INC. and VOPAK)
11 DISTRIBUTION AMERICAS CORPORATION (f/k/a)
12 UNIVAR CORPORATION); VERTEX MICROWAVE)
13 PRODUCTS, INC. (f/k/a GAMMA-F CORP.); WALT)
14 DISNEY PICTURES AND TELEVISION; WARNER-)
15 LAMBERT COMPANY; WEBER AIRCRAFT;)
16 WESTERN METAL DECORATING CO.; YORK)
17 INTERNATIONAL CORPORATION; YORT INC. (f/k/a)
18 TROY LIGHTING, INC. - TIFFANY DIVISION);)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

Defendants.

NOTICE OF LODGING OF CONSENT DECREE

The United States of America, by authority of the Attorney General of the United States and through the undersigned attorneys, are today lodging a Consent Decree. The Consent Decree resolves the liability of the above-named defendants under Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9606 and 9607, as amended, and Section 7003 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6973, as alleged in the complaint filed in this matter.

The United States respectfully states and requests the following:

- i. A Consent Decree, signed by the United States and the above-referenced defendants is submitted today for lodging only;
- ii. Pursuant to Section 122 of CERCLA, 42 U.S.C. § 9622, and 28 C.F.R. § 50.7, before entry of the Consent Decree, the Decree is lodged with the Court, and notice of lodging is published in the Federal Register;

1 iii. 28 C.F.R. § 50.7 further provides that the United States not move for entry
2 of the Decree until the close of the public comment period, in order to allow
3 opportunity for public review and comment;

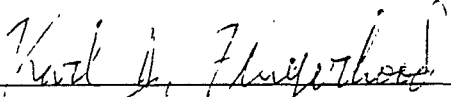
4 iv. If, upon completion of the public comment period, the United States
5 continues to consent to the proposed judgment, as contained in the Decree,
6 the United States will move for final approval of the Consent Decree;

7 WHEREFORE, the United States respectfully requests that this Court receive the Consent
8 Decree for lodging only, and that it abstain from acting upon the same until the time for public
9 comment has expired and the United States has moved for entry of the Consent Decree.

10
11
12 DATED: November 21, 2000

13 Respectfully submitted,
14 FOR THE UNITED STATES OF AMERICA

15 LOIS J. SCHIFFER
16 Assistant Attorney General
17 Environment & Natural Resources Division
18 U.S. Department of Justice
19 Washington, D.C. 20530

20 
21 KARL J. FINGERHOOD
22 Trial Attorney
23 Environmental Enforcement Section
24 Environment & Natural Resources Division

25 OF COUNSEL:

26 DAVID RABBINO
27 Assistant Regional Counsel
28 Environmental Protection Agency
 75 Hawthorne Street
 San Francisco, CA 94105

1 LOIS SCHIFFER
Assistant Attorney General
2 U.S. Department of Justice
Environment & Natural Resources Division
3

KARL FINGERHOOD
4 Trial Attorney
U.S. Department of Justice
5 Environment & Natural Resources Division
P.O. Box 7611
6 Washington, D.C. 20044-7611
Telephone: (202) 514-7519
7 Telefax: (202) 514-2583

8 IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
9 WESTERN DIVISION

10 UNITED STATES OF AMERICA,

11 Plaintiff,

12 v.

13 ABEX AEROSPACE DIVISION and PNEUMO-
ABEX CORPORATION; AIR PRODUCTS AND
14 CHEMICALS, INC.; ALCOA INC.;
ALLIEDSIGNAL, INC. (now known as
15 HONEYWELL INTERNATIONAL, INC.);
ALPHA THERAPEUTIC CORPORATION;
16 APPLIED MICRO CIRCUITS CORPORATION;
APPROPRIATE TECHNOLOGIES II, INC.;
17 ARLON ADHESIVES & FILM; ARMOR ALL
PRODUCTS CORPORATION; AVERY
18 DENNISON CORPORATION; BASF
CORPORATION; BAXTER HEALTHCARE
19 CORPORATION; BOEING NORTH AMERICA,
INC.; BONANZA ALUMINUM CORP.; BORDEN,
20 INC.; BOURNS, INC.; BROADWAY STORES,
INC.; CALIFORNIA DEPT. OF
21 TRANSPORTATION; CALSONIC CLIMATE
CONTROL, INC. (now known as CALSONIC
22 NORTH AMERICA, INC.); CANON BUSINESS
MACHINES, INC.; INTERNATIONAL PAPER
23 COMPANY; WASTE MANAGEMENT, INC.;
UNITED DOMINION INDUSTRIES; CITY OF
24 LOS ANGELES, DEPARTMENT OF AIRPORTS;
CITY OF SANTA MARIA; COUNTY OF LOS
25 ANGELES; CROSBY & OVERTON, INC.;
DATATRONICS ROMOLAND, INC.; DEUTSCH
26 ENGINEERED CONNECTING
DEVICES/DEUTSCH GAV; DISNEYLAND
27

1 CENTRAL PLANT; DOW CHEMICAL
2 COMPANY; FHL GROUP; FIRMENICH
3 INCORPORATED; FORENCO, INC.; GAMBRO,
4 INC.; GATX TERMINALS CORPORATION;
5 GENERAL DYNAMICS CORPORATION;
6 GEORGE INDUSTRIES; GOLDEN WEST
7 REFINING COMPANY; GREAT WESTERN
8 CHEMICAL COMPANY; GSF ENERGY, L.L.C.
9 (successor to GSF ENERGY, INC.);
10 GULFSTREAM AEROSPACE CORPORATION;
11 HEXCEL CORPORATION; HILTON HOTELS
12 CORPORATION; HITACHI HOME
13 ELECTRONICS (AMERICA), INC.; BP AMERICA
14 INC.; HONEYWELL INTERNATIONAL INC.;
15 HUBBEL INC.; HUCK MANUFACTURING
16 COMPANY (by its former parent Federal Mogul
17 Corporation); HUGHES SPACE AND
18 COMMUNICATIONS COMPANY;
19 HUNTINGTON PARK RUBBER STAMP
20 COMPANY; INTERNATIONAL RECTIFIER
21 CORPORATION; JAN-KENS ENAMELING
22 COMPANY; JOHNS MANVILLE
23 INTERNATIONAL, INC.; K.C. PHOTO
24 ENGRAVING CO.; KESTER SOLDER DIVISION,
25 LITTON SYSTEMS, INC.; KIMBERLY CLARK
26 WORLDWIDE, INC.; KOLMAR
27 LABORATORIES, INC.; LOS ANGELES
28 COUNTY METROPOLITAN TRANSPORTATION
AUTHORITY; LOMA LINDA UNIVERSITY;
BRITISH ALCAN ALUMINUM, P.L.C.; MATTEL,
INC.; MAXWELL TECHNOLOGIES, INC.; THE
MAY DEPARTMENT STORES COMPANY;
McDONNELL DOUGLAS CORPORATION a
wholly owned subsidiary of the BOEING
COMPANY; MEDEVA PHARMACEUTICALS
CA, INC. (f/k/as MD PHARMACEUTICAL INC.);
METROPOLITAN WATER DISTRICT OF
SOUTHERN CALIFORNIA; MICO INC.;
MINNESOTA MINING AND MANUFACTURING
COMPANY; QUALITY CARRIERS INC. (f/k/a
MONTGOMERY TANK LINES, INC.); NI
INDUSTRIES (a division of TRIMAS, a wholly
owned subsidiary of MASCO TECH); NMB
TECHNOLOGIES CORP.; OHLINE CORP.; OJAI
MANUFACTURING TECHNOLOGY, INC.;
SIEMENS MEDICAL SYSTEMS, INC.; PACIFIC
BELL TELEPHONE COMPANY; PACIFIC GAS
& ELECTRIC CO.; PIONEER VIDEO
MANUFACTURING INC.; PRINTED CIRCUITS
UNLIMITED; NELLCOR PURTIAN-BENNETT;
LONZA INC.; QUEST DIAGNOSTICS CLINICAL
LABORATORIES, INC. (f/k/a BIO SCIENCE

1 ENTERPRISES); RATHON CORP. (f/k/a
2 DIVERSEY CORP.); RAYTHEON COMPANY;
3 REGENTS OF THE UNIVERSITY OF
4 CALIFORNIA; REICHOLD INC.; REMET
5 CORPORATION; RESINART CORP.;
6 ROBINSON PREZIOSO INC.; ROGERS
7 CORPORATION; SAFETY-KLEEN SYSTEMS,
8 INC. (f/k/a SAFETY-KLEEN CORP.); SCRIPTO-
9 TOKAI CORPORATION; SHELL OIL
10 COMPANY; THE SHERWIN-WILLIAMS
11 COMPANY; SIGMA CASTING CORPORATION
12 (now known as HOWMET ALUMINUM CASTING,
13 INC.); SIGNET ARMORLITE, INC.; SOUTHERN
14 CALIFORNIA EDISON CO.; SOUTHERN
15 PACIFIC TRANSPORTATION CO. (now known as
16 UNION PACIFIC RAILROAD COMPANY);
17 HARSCO CORPORATION; BHP COATED
18 STEEL CORP.; TELEDYNE INDUSTRIES INC.;
19 TELEDYNE TECHNOLOGIES
20 INCORPORATED; TENSION ENVELOPE
21 CORP.; TEXACO INC.; TEXAS INSTRUMENTS
22 TUCSON CORPORATION (f/k/a BURR-BROWN
23 CORP.); TITAN CORPORATION; TODD
24 PACIFIC SHIPYARDS; TREASURE CHEST;
25 PACIFIC PRECISION METALS, INC.; UNION
26 OIL COMPANY OF CALIFORNIA; UNITED
27 PARCEL SERVICE, INC.; UNIVERSAL CITY
28 STUDIOS, INC.; VAN WATERS & ROGERS INC.
and VOPAK DISTRIBUTION AMERICAS
CORPORATION (f/k/a UNIVAR
CORPORATION); VERTEX MICROWAVE
PRODUCTS, INC. (f/k/a GAMMA-F CORP.);
WALT DISNEY PICTURES AND TELEVISION;
WARNER-LAMBERT COMPANY; WEBER
AIRCRAFT; WESTERN METAL DECORATING
CO.; YORK INTERNATIONAL CORPORATION;
YORT INC. (f/k/a TROY LIGHTING, INC. -
TIFFANY DIVISION);

Defendants.

CONSENT DECREE

1 **I. BACKGROUND**

2 **A. The United States of America, on behalf of the Administrator of the United**
3 **States Environmental Protection Agency, filed a complaint in this matter pursuant to**
4 **Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and**
5 **Liability Act.**

6 **B. The United States in its complaint seeks, inter alia: (1) reimbursement of**
7 **costs incurred by the EPA and the Department of Justice for response actions at the Omega**
8 **Chemical Corporation Superfund Site in Whittier, California, together with accrued**
9 **Interest; and (2) performance of studies and Work by the Settling Work Defendants at the**
10 **Site consistent with the National Contingency Plan.**

11 **C. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. Section**
12 **9622(j)(1), the EPA notified the Federal natural resource trustee on July 21, 1999 of**
13 **negotiations with potentially responsible parties regarding the release of hazardous**
14 **substances that may have resulted in injury to the natural resources under Federal**
15 **trusteeship and encouraged the trustee to participate in the negotiation of this Consent**
16 **Decree.**

17 **D. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C.**
18 **Section 9621(f)(1)(F), the EPA notified the State of California on April 16, 1999 of**
19 **negotiations with potentially responsible parties regarding the implementation of the**
20 **response actions to be performed at the Site, and the EPA has provided the State with an**
21 **opportunity to participate in such negotiations and be a party to this Consent Decree.**

22 **E. The EPA issued Unilateral Administrative Order 95-15 on May 9, 1995 and**
23 **amended the same in September 1995. Among other things, the UAO required the removal**
24 **of various containers of materials and decommissioning of certain equipment at the Omega**
25 **Property. The second phase of the UAO also required an investigation of the extent of soil**
26 **and groundwater contamination at or from the Omega Property. In response to the UAO,**
27 **the Settling Defendants undertook to characterize and remove the various containers from**
28 **the Omega Property, decommission equipment, remove grossly contaminated soils and**
began the investigation of the extent of any soil and groundwater contamination. The
Settling Defendants also have undertaken additional groundwater investigation activities at
the Site.

F. On April 1, 1999, the EPA issued Special Notice Letters to a group of
potentially responsible parties in connection with the Site, including the Settling
Defendants. On May 28, 1999, the Settling Defendants submitted a good-faith response to
the Special Notice Letter.

G. The Settling Defendants that have entered into this Consent Decree do not
admit any liability to the United States or any other person or entity related to the Site or
arising out of the matters alleged in the complaint, nor do they acknowledge that the
release or threatened release of hazardous substance(s) at or from the Site constitutes an
imminent or substantial endangerment to the public health or welfare or the environment.
The Settling Federal Agency does not admit any liability arising out of the transactions or
occurrences alleged in any counterclaim asserted by the Settling Defendants.

1 H. Pursuant to Section 105 of CERCLA, 42 U.S.C. Section 9605, the EPA placed
2 the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, Appendix B, by
publication in the Federal Register on January 19, 1999, 64 Fed. Reg. 2950.

3 I. As a result of the information obtained pursuant to the UAO, an Outline to a
4 Statement of Work was prepared jointly by the Settling Defendants and the EPA. The
Outline to the Statement of Work presented a framework for the final Statement of Work,
5 which is attached hereto as Appendix A.

6 J. Pursuant to the attached Statement of Work, the Settling Work Defendants
have agreed to perform the Work as set forth therein.

7 K. Based on the information presently available to the EPA, the EPA believes
8 that the Work will be properly and promptly conducted by the Settling Work Defendants if
conducted in accordance with the requirements of this Consent Decree and its Appendices.

9 L. Solely for the purposes of Section 113(j) of CERCLA, the Work to be
10 performed by the Settling Work Defendants shall constitute a response action taken or
ordered by the President.

11 M. The Parties recognize, and the Court by entering this Consent Decree finds,
12 that this Consent Decree has been negotiated by the Parties in good faith and
implementation of this Consent Decree will expedite the cleanup of the Site and will avoid
13 prolonged and complicated litigation between the Parties, and that this Consent Decree is
fair, reasonable, and in the public interest.

14 NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

15 **II. JURISDICTION**

16 1. This Court has jurisdiction over the subject matter of this action pursuant to
17 28 U.S.C. Sections 1331 and 1345, and 42 U.S.C. Sections 9606, 9607, and 9613(b). This
Court also has personal jurisdiction over the Settling Defendants. Solely for the purposes
18 of this Consent Decree, the Settling Defendants waive all objections and defenses that they
may have to jurisdiction of the Court or to venue in this District. The Settling Defendants
19 shall not challenge this Court's jurisdiction to enter and enforce this Consent Decree.

20 **III. PARTIES BOUND**

21 2. This Consent Decree applies to and is binding upon the United States and
upon the Settling Defendants and their respective successors and assigns. Any change in
22 ownership or corporate status of a Settling Defendant including, but not limited to, any
transfer of assets or real or personal property, shall in no way alter such Settling
23 Defendant's responsibilities under this Consent Decree.

24 3. The Settling Work Defendants shall provide a copy of this Consent Decree to
each contractor hired to perform the Work required by this Consent Decree and to each
25 person representing any Settling Work Defendant with respect to the Site or the Work and
shall condition all contracts entered into hereunder upon performance of the Work in
26 conformity with the terms of this Consent Decree. The Settling Work Defendants or their
contractors shall provide written notice of the Consent Decree to all subcontractors hired
27 to perform any portion of the Work required by this Consent Decree. The Settling Work

1 Defendants shall nonetheless be responsible for ensuring that their contractors and
2 subcontractors perform the Work contemplated herein in accordance with this Consent
3 Decree. With regard to the activities undertaken pursuant to this Consent Decree, each
4 contractor and subcontractor shall be deemed to be in a contractual relationship with the
5 Settling Work Defendants within the meaning of Section 107(b)(3) of CERCLA, 42 U.S.C.
6 Section 9607(b)(3).

7 IV. DEFINITIONS

8 4. Unless otherwise expressly provided herein, terms used in this Consent
9 Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall
10 have the meaning assigned to them in CERCLA or in such regulations. Whenever terms
11 listed below are used in this Consent Decree or in the appendices attached hereto and
12 incorporated hereunder, the following definitions shall apply:

13 "CERCLA" shall mean the Comprehensive Environmental Response,
14 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Sections 9601 et seq.

15 "Complaint" shall mean the Complaint filed by the United States, Civil
16 Action No. _____.

17 "Consent Decree" shall mean this Consent Decree and all appendices
18 attached hereto which are incorporated into this Consent Decree as noted. In the event of
19 conflict between this Consent Decree and any appendix, this Consent Decree shall control.

20 "Date of Entry" shall mean the date this Consent Decree is signed and
21 entered by a United States District Court Judge for the Central District of California.

22 "Day" shall mean a calendar day unless expressly stated to be a Working
23 Day. "Working Day" shall mean a day other than a Saturday, Sunday, or Federal holiday.
24 In computing any period of time under this Consent Decree, where the last day would fall
25 on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business
26 of the next Working Day.

27 "EE/CA" shall mean the engineering evaluation and cost analysis to be
28 performed by the Settling Work Defendants pursuant to this Consent Decree, and in
accordance with the EPA's "Guidance on Conducting Non-Time-Critical Removal Actions
Under CERCLA" (OSWER Dir. #9390.0-32, August 1993).

"EPA" shall mean the United States Environmental Protection Agency and
any successor departments or agencies of the United States.

"Interest" shall mean interest at the rate specified for interest on investments
of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of
Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42
U.S.C. Section 9607(a).

"National Contingency Plan" or "NCP" shall mean the National Oil and
Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of
CERCLA, 42 U.S.C. Section 9605, codified at 40 C.F.R. Part 300, and any amendments
thereto.

1 **"Omega Property"** shall mean that portion of the Omega Chemical
2 Corporation Superfund Site, consisting of the Omega Chemical Corporation property,
3 encompassing approximately one acre, located at 12504 and 12508 East Whittier
4 Boulevard, Whittier, California, Los Angeles County, California.

5 **"Operation and Maintenance"** or **"O & M"** shall mean any activities
6 required under the Operation and Maintenance Plan approved or developed by the EPA
7 pursuant to this Consent Decree and the Statement of Work.

8 **"Oversight Costs"** shall mean all direct and indirect costs, not inconsistent
9 with the NCP, that the United States incurs in connection with the Work required by this
10 Consent Decree, including costs incurred in reviewing or developing plans, reports and
11 other items pursuant to this Consent Decree, verifying the Work, or otherwise
12 implementing, overseeing, or enforcing this Consent Decree, including, but not limited to,
13 contractor costs, travel costs, laboratory costs, together with Interest as due. Oversight
14 Costs shall not include costs incurred directly or indirectly by the State, with the exception
15 of costs incurred after entry of this Consent Decree in providing oversight services in
16 accordance with an agreement with EPA for the specific provision of such service.

17 **"Paragraph"** shall mean a portion of this Consent Decree identified by an
18 Arabic numeral or an upper case letter.

19 **"Parties"** shall mean the United States, the Settling Federal Agency and the
20 Settling Defendants, all of whom are signatories hereto.

21 **"Past Response Costs"** shall mean all direct and indirect response costs not
22 inconsistent with the NCP that the United States paid at or in connection with the Site
23 through May 31, 1999, plus Interest. Such Past Response Costs shall not include any costs
24 incurred by the State in connection with, or otherwise related to, the Site.

25 **"Performance Standards"** shall mean:

- 26 (i) vertical and lateral hydraulic containment of groundwater
27 contamination within the Phase 1a Area, primary
28 documentation of such containment shall occur via piezometric
29 monitoring;
- 30 (ii) air emissions standards as will be specified in or required by
31 EPA's Action Memorandum; and
- 32 (iii) treatment standards appropriate to expected use or reuse of
33 the extracted groundwater as will be specified in or required
34 by EPA's Action Memorandum.

35 **"Phase 1a Area"** shall mean the area of soil and groundwater contamination
36 associated with the Omega Property and extending downgradient approximately 100 feet
37 southwest of Putnam Street, Whittier, California. Such area is represented graphically in
38 Appendix B, and is incorporated by reference herein.

39 **"Plaintiff"** shall mean the United States.

1 "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C.
2 Sections 6901 et seq. (also known as the Resource Conservation and Recovery Act).

3 "RI/FS" shall mean the Remedial Investigation and Feasibility Study set
4 forth in the SOW.

5 "Section" shall mean a portion of this Consent Decree identified by a roman
6 numeral.

7 "Settling Cash Defendants" shall mean those Parties listed in Appendix C,
8 who are signatories to this Consent Decree, who will participate in this Consent Decree
9 with the other Parties to this Consent Decree primarily through cash payments, and are not
10 involved in performing the Work under this Consent Decree. The term "Settling Cash
11 Defendant" shall also apply to certain affiliates of each Settling Cash Defendant: where the
12 Settling Cash Defendant is a trust, its trustees and successor trustees appointed to carry out
13 the purposes of said trust; where the Settling Cash Defendant is a corporate entity, its
14 corporate successors to potential liability for the Site; and where the Settling Cash
15 Defendant is a partnership, its partners. However, the term "Settling Cash Defendant"
16 shall not include any person or entity with liability for the Site independent of that person's
17 or entity's affiliation with a Settling Cash Defendant, including liability for Waste Material
18 which has not been attributed to a Settling Cash Defendant.

19 "Settling Work Defendants" shall mean those Parties identified in
20 Appendix D, who are signatories to this Consent Decree, who are required to perform the
21 Work, whether they perform the Work by themselves or through any legal entity that they
22 may establish to perform the Work. The term "Settling Work Defendant" shall also apply
23 to certain affiliates of each Settling Work Defendant: where the Settling Work Defendant is
24 a trust, its trustees and successor trustees appointed to carry out the purposes of said trust;
25 where the Settling Work Defendant is a corporate entity, its corporate successors to
26 potential liability for the Site; and where the Settling Work Defendant is a partnership, its
27 partners. However, the term "Settling Work Defendant" shall not include any person or
28 entity with liability for the Site independent of that person's or entity's affiliation with a
Settling Work Defendant, including liability for Waste Material which has not been
attributed to a Settling Work Defendant.

"Settling Defendants" shall mean the Settling Work Defendants and Settling
Cash Defendants.

"Settling Federal Agency" shall mean the United States Navy, which is
resolving any claims which have been or could be asserted against it with regard to the
Work as provided in this Consent Decree.

"Site" shall mean the Omega Chemical Corporation Superfund Site listed on
the National Priorities List on January 19, 1999, 64 Fed. Reg. 2950.

"State" shall mean the State of California and any agencies or
instrumentalities thereof.

"Statement of Work" or "SOW" shall mean the document attached hereto
as Appendix A.

"Supervising Contractor" shall mean the principal contractor retained by

1 the Settling Work Defendants to supervise and direct the implementation of the Work
2 under this Consent Decree.

3 "UAO" shall mean the Unilateral Administrative Order No. 95-15 issued by
4 the EPA on May 9, 1995, as amended in September 1995.

5 "United States" shall mean the United States of America and any agencies,
6 departments, or instrumentalities thereof, which includes without limitation EPA, and the
7 Settling Federal Agency

8 "Waste Material" shall mean (1) any "hazardous substance" under Section
9 101(14) of CERCLA, 42 U.S.C. Section 9601(14); (2) any pollutant or contaminant under
10 Section 101(33), 42 U.S.C. Section 9601(33); (3) any "solid waste" under Section 1004(27)
11 of RCRA, 42 U.S.C. Section 6903(27); and (4) or as any of the foregoing terms are defined
12 under any appropriated or applicable provisions of California law.

13 "Work" shall mean the response actions which the Settling Work
14 Defendants are required to perform under this Consent Decree, to wit (i) conduct an
15 Engineering Evaluation/Cost Analysis (EE/CA); (ii) implement the response action within
16 the Phase 1a Area to be selected in the EPA Action Memorandum; (iii) implement a soils
17 Remedial Investigation/Feasibility Study (RI/FS) for contamination in the vadose zone
18 within the Phase 1a Area; (iv) perform a risk assessment for potential contamination
19 resulting from the release or threatened release of hazardous substances from the Omega
20 Property within the Phase 1a Area; and (v) install three groundwater monitoring wells at
21 two or three locations downgradient of the Phase 1a Area and upgradient of water supply
22 well 30R3, each as further described in the SOW. The soils RI/FS and risk assessment
23 required under (iii) and (iv) above will be focused on the Omega Property itself. If,
24 however, data are obtained during the RI/FS which indicate that soil or soil vapor
25 contamination exists on adjacent properties is attributable to releases on the Omega
26 Property, then investigations would extend to these off-site areas.

27 V. GENERAL PROVISIONS

28 5. Objectives of the Parties.

The objectives of the Parties in entering into this Consent Decree are: (i) to
protect public health, welfare and the environment by performing the Work; (ii) to
reimburse Past Response Costs of the Plaintiff; and (iii) to partially resolve the claims of
Plaintiff against Settling Defendants, and the claims of the Settling Defendants which have
been or could have been asserted against the Settling Federal Agency with respect to the
Work, each as provided for herein.

6. This Consent Decree requires the Settling Work Defendants to conduct the
Work in accordance with all workplans approved by EPA under this Consent Decree, to
meet the Performance Standards specified herein and to perform all O&M activities
required by the Operation and Maintenance Plan approved or developed by the EPA.

VI. PERFORMANCE BY SETTLING DEFENDANTS

7. Commitments by the Settling Defendants and Settling Federal Agency.

1 a. The Settling Work Defendants shall perform the Work in accordance
2 with this Consent Decree, the SOW, and all work plans and other plans, standards,
3 specifications, and schedules set forth herein or developed by the Settling Work Defendants
4 and approved by the EPA pursuant to this Consent Decree, as well as any modifications
5 made thereto pursuant to the terms of this Consent Decree. The Settling Work Defendants
6 shall continue to implement the Work and perform O&M until the Performance Standards
7 are achieved and for so long thereafter as is otherwise required by this Consent Decree.
8 The Settling Work Defendants shall also reimburse the United States for Past Response
9 Costs and Oversight Costs as provided in this Consent Decree.

10 b. The obligations of the Settling Work Defendants to perform the Work
11 and the obligation of the Settling Work Defendants to pay amounts owed the United States
12 under this Consent Decree are joint and several. In the event of the insolvency or other
13 failure of any one or more Settling Work Defendants to implement the requirements of this
14 Consent Decree, the remaining Settling Work Defendants shall complete all such
15 requirements.

16 c. The Settling Cash Defendants shall cooperate with the EPA and the
17 Settling Work Defendants to effectuate the purposes of this Consent Decree, including, but
18 not limited to, those obligations set forth in Section XV (Obligations of Settling Cash
19 Defendants).

20 8. Compliance With Applicable Law.

21 All activities undertaken by Settling Defendants pursuant to this Consent
22 Decree shall be performed in accordance with the requirements of all applicable Federal
23 and State laws and regulations. The Settling Work Defendants must also comply with all
24 applicable or relevant and appropriate requirements of all Federal and State laws as set
25 forth in the SOW or as otherwise authorized pursuant to this Consent Decree. The
26 activities conducted pursuant to this Consent Decree, if approved by the EPA, shall be
27 considered to be consistent with the NCP.

28 9. Permits.

1 a. As provided in Section 121(e) of CERCLA and Section 300.400(e) of
2 the NCP, no permit shall be required for any portion of the Work conducted within the
3 Site or in close proximity and necessary for implementation of the Work. Where any
4 portion of the Work outside the Site requires a Federal or State permit or approval, the
5 Settling Work Defendants shall submit timely and complete applications and take all other
6 actions necessary to obtain all such permits or approvals. The EPA agrees to cooperate
7 with and assist the Settling Work Defendants in obtaining any necessary permits or
8 approvals.

9 b. The Settling Work Defendants may seek relief under the provisions of
10 Section XVIII (Force Majeure) of this Consent Decree for any delay in the performance of
11 the Work resulting from a failure to obtain, or a delay in obtaining, any permit required
12 for the Work.

13 c. This Consent Decree is not, and shall not be construed to be, a permit
14 issued pursuant to any Federal or State statute or regulation.

1 **10. Selection of Supervising Contractor.**

2 a. All aspects of the Work to be performed by the Settling Work
3 Defendants pursuant to Sections VI (Performance by Settling Defendants), VII (Quality
4 Assurance, Sampling and Data Analysis), and XIV (Emergency Response) of this Consent
5 Decree shall be under the direction and supervision of the Supervising Contractor, the
6 selection of which shall be subject to the disapproval of the EPA. Within ten (10) days after
7 the Date of Entry of this Consent Decree, the Settling Work Defendants shall notify the
8 EPA in writing of the name, title, and qualifications of any contractor proposed to be the
Supervising Contractor. The EPA will issue a notice of disapproval or an authorization to
proceed. If at any time thereafter, the Settling Work Defendants propose to change a
Supervising Contractor, the Settling Work Defendants shall give such notice to the EPA
and must obtain an authorization to proceed from the EPA before the new Supervising
Contractor performs, directs, or supervises any Work under this Consent Decree. The
EPA shall not unreasonably withhold or delay authorization of the Contractor.

9 b. If the EPA disapproves a proposed Supervising Contractor, the EPA
10 will notify the Settling Work Defendants in writing. The Settling Work Defendants shall
11 submit to the EPA a list of contractors, including the qualifications of each contractor, that
12 would be acceptable to them within thirty (30) days of receipt of the EPA's disapproval of
13 the contractor previously proposed. The EPA will provide written notice of the names of
any contractor(s) that it disapproves and an authorization to proceed with respect to any of
the other contractors. The Settling Work Defendants may select any contractor from that
list that is not disapproved and shall notify the EPA of the name of the contractor selected
within twenty-one (21) days of the EPA's authorization to proceed.

14 c. If the EPA fails to provide written notice of its authorization to
15 proceed or disapproval as provided in this Paragraph and this failure prevents the Settling
16 Work Defendants from meeting one or more deadlines in a plan approved by the EPA
pursuant to this Consent Decree, the Settling Work Defendants may seek relief under the
provisions of Section XVIII (Force Majeure) hereof.

17 **11. Modification to the SOW or Related Deliverables.**

18 a. If the EPA determines that modifications to the tasks specified in the
19 SOW or related deliverables developed pursuant to the SOW are necessary to achieve the
20 Performance Standards, the EPA may require that such modifications be incorporated in
21 the SOW or such deliverables, as appropriate; provided, however, that any modification
may only be required to the extent that it does not enlarge the scope of Work agreed to in
this Consent Decree or alter the Performance Standards.

22 b. If the Settling Work Defendants object to any modification
23 determined by the EPA to be necessary pursuant to this Paragraph, they may seek dispute
resolution pursuant to Section XIX (Dispute Resolution). The SOW, EE/CA and/or related
deliverables shall be modified in accordance with final resolution of the dispute.

24 c. Subject to the Dispute Resolution procedures herein, the Settling
25 Work Defendants shall implement any tasks required by any modifications pursuant to
this Paragraph.

26 d. Nothing in this Paragraph shall be construed to limit the EPA's
27 authority to require performance of further response actions except as otherwise provided

1 in this Consent Decree, nor to waive the Settling Defendants' respective rights to oppose
2 any such requirements.

3 12. The Settling Defendants acknowledge and agree that nothing in this Consent
4 Decree or any appendices hereto constitutes a warranty or representation of any kind by
5 Plaintiff that compliance with the implementation of requirements set forth in the SOW
6 and the deliverables will achieve the Performance Standards.

7 13. The Settling Work Defendants shall, prior to any off-site shipment of Waste
8 Material from the Site to an out-of-state waste management facility, provide written
9 notification to the appropriate state environmental official in the receiving facility's state
10 and to the EPA Project Coordinator of such shipment of Waste Material. However, this
11 notification requirement shall not apply to any off-site shipments when the total volume of
12 all such shipments will not exceed 10 cubic yards.

13 a. The Settling Work Defendants shall include in the written notification
14 the following information, where available: (1) the name and location of the facility to
15 which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material
16 to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the
17 method of transportation. The Settling Work Defendants shall notify the state in which the
18 planned receiving facility is located of major changes in the shipment plan, such as a
19 decision to ship the Waste Material to another facility within the same state, or to a facility
20 in another state.

21 b. The identity of the receiving facility and state will be determined by
22 the Settling Work Defendants following the award of the contract for Remedial Action
23 construction. The Settling Work Defendants shall provide the information required by
24 Paragraph 13a as soon as practicable after the award of the contract and before the Waste
25 Material is actually shipped.

1 **VII. QUALITY ASSURANCE, SAMPLING, AND DATA ANALYSIS**

2 14. The Settling Work Defendants shall use quality assurance, quality control,
3 and chain of custody procedures for all treatability, design, compliance and monitoring
4 samples in accordance with the SOW. Prior to the commencement of any monitoring
5 project under this Consent Decree, the Settling Work Defendants shall submit to the EPA
6 for approval, a Quality Assurance Project Plan ("QAPP") that is consistent with the SOW,
7 the NCP and applicable guidance documents. If relevant to the proceeding, the Parties
8 agree that validated sampling data generated in accordance with the QAPP(s) and
9 reviewed and approved by the EPA shall be admissible as evidence, without objection, in
10 any proceeding under this Consent Decree. The Settling Work Defendants shall ensure
11 that the EPA personnel and its authorized representatives are allowed access at reasonable
12 times to all laboratories utilized by the Settling Work Defendants in implementing this
13 Consent Decree. In addition, the Settling Work Defendants shall ensure that such
14 laboratories shall analyze all samples submitted by the EPA pursuant to the QAPP for
15 quality assurance monitoring. The Settling Work Defendants shall ensure that the
16 laboratories they utilize for the analysis of samples taken pursuant to this Consent Decree
17 perform all analyses according to accepted EPA methods. The Settling Work Defendants
18 shall ensure that all laboratories they use for analysis of samples taken pursuant to this
19 Consent Decree participate in an EPA or EPA-equivalent QA/QC program. The Settling
20 Work Defendants shall ensure that all field methodologies utilized in collecting samples for
21 subsequent analysis pursuant to this Consent Decree will be conducted in accordance with
22 the procedures set forth in the QAPP approved by the EPA.

23 15. Upon request, the Settling Work Defendants shall allow split or duplicate
24 samples to be taken by the EPA or their authorized representatives. The Settling Work
25 Defendants shall notify the EPA not less than ten (10) days in advance of any sample
26 collection activity unless shorter notice is agreed to by the EPA. In addition, the EPA shall
27 have the right to take any additional samples that the EPA deems necessary. Upon request,
28 the EPA shall allow the Settling Work Defendants to take split or duplicate samples of any
samples it takes as part of the Plaintiff's oversight of the Settling Work Defendants'
implementation of the Work.

 16. The Settling Work Defendants shall submit two copies to the EPA and one
copy to the State of the results of all sampling and/or tests or other data obtained or
generated by or on behalf of the Settling Work Defendants with respect to the
implementation of this Consent Decree unless the EPA agrees otherwise.

 17. Notwithstanding any provision of this Consent Decree, the United States
hereby retains all of its information gathering and inspection authorities and rights,
including enforcement actions related thereto, under CERCLA, RCRA and any other
applicable statutes or regulations and the Settling Defendants retain their respective rights
to oppose any such authorities and rights.

23 **VIII. ACCESS**

24 18. Commencing upon the Date of Lodging of this Consent Decree, the Settling
25 Defendants agree to provide the United States and its representatives, including the EPA
26 and its contractors, access at all reasonable times to the Site and any other property to
27 which access is required for the implementation of this Consent Decree, to the extent access
28 to the subject property is controlled by the Settling Defendants, for the purposes of
conducting any activity related to this Consent Decree including, but not limited to:

- 1 a. Monitoring the Work or any other activities taking place on the
2 property;
3 b. Verifying any data or information submitted to the United States;
4 c. Conducting investigations relating to contamination at or near the
5 Site;
6 d. Obtaining samples;
7 e. Assessing the need for, planning, or implementing additional response
8 actions at or near the Site;
9 f. Inspecting and copying non-legally privileged or joint defense
10 privileged records, operating logs, contracts, or other documents maintained or generated
11 by the Settling Defendants or their agents, consistent with Section XXIV (Access to
12 Information);
13 g. Implementing the Work pursuant to the conditions set forth in
14 Paragraph 75 of this Consent Decree; and
15 h. Assessing the Settling Work Defendants' compliance with this
16 Consent Decree.

17 19. To the extent that the Site or any other property to which access is required
18 for the implementation of this Consent Decree is owned or controlled by persons other than
19 the Settling Defendants, Settling Work Defendants shall use best efforts to obtain access
20 from such persons for the Settling Work Defendants, as well as for the United States on
21 behalf of EPA, and the State, as well as their representatives (including contractors), for
22 the purpose of conducting any activity related to implement the Work pursuant to this
23 Consent Decree. If after using best efforts, the Settling Work Defendants are unable to
24 obtain such access, the Settling Work Defendants shall apply to the United States to obtain
25 such access. Settling Work Defendants shall detail all steps taken to obtain access with any
26 such application. The United States shall, thereafter, take such steps as it deems
27 appropriate to obtain such access. The Settling Work Defendants shall reimburse the
28 United States in accordance with the procedures in Section XVI (Reimbursement of United
States' Response Costs), for all costs incurred, direct or indirect, by the United States in
obtaining such access including, but not limited to, the cost of attorney time. Until such
access is obtained, the Settling Work Defendants shall not be considered in non-compliance
with this Consent Decree and no penalties shall accrue as a result of the Settling Work
Defendants' inability to obtain such access. Neither the Settling Work Defendants nor any
such contractor shall be considered an agent of the United States; provided, however, that
the EPA may authorize the Settling Work Defendants to act as EPA's authorized
representative with respect to the Site.

24 a. For purposes of Paragraph 19 of this Consent Decree, "best efforts" may
25 include the payment of reasonable sums of money in consideration of access.
26 Notwithstanding the foregoing, the term "best efforts" shall not require the payment of any
27 sums of money to any of the current or past owners and operators of the Site, including,
28 but not limited to, Dennis O'Meara, Omega Chemical Corporation, or any company owned
or affiliated, directly or indirectly, by Dennis O'Meara or Omega Chemical Corporation.
If any access required by Paragraph 19 of this Consent Decree is not obtained within 45

1 days of the date of entry of this Consent Decree, Settling Work Defendants shall promptly
2 notify the United States in writing, and shall include in that notification a summary of the
3 steps that Settling Work Defendants have taken to attempt to comply with Paragraph of
4 this Consent Decree. The United States may, as it deems appropriate, assist Settling Work
5 Defendants in obtaining access. Settling Work Defendants shall reimburse the United
6 States in accordance with the procedures in Section XVI (Reimbursement of United States'
7 Response Costs), for all costs incurred, direct or indirect, by the United States in obtaining
8 such access, including but not limited to, the cost of attorney time and the amount of
9 monetary consideration paid or just compensation.

10 b. If EPA determines that land/water use restrictions in the form of state or
11 local laws, regulations, ordinances or other governmental controls are needed to implement
12 the remedy selected in the SOW, ensure the integrity and protectiveness thereof, or ensure
13 non-interference therewith, Settling Work Defendants shall cooperate with EPA's efforts to
14 secure such governmental controls.

15 20. Notwithstanding any provision of this Consent Decree, the United States
16 retains all of its access authorities and rights, as well as all of its rights to require
17 land/water use restrictions, including enforcement authorities related thereto, under
18 CERCLA, RCRA and any other applicable statute or regulations and the Settling Work
19 Defendants retain their respective rights to oppose any such authorities and rights.

20 IX. REPORTING REQUIREMENTS

21 21. In addition to any other requirement of this Consent Decree, the Settling
22 Work Defendants shall submit two copies to the EPA and one copy to the State of written
23 quarterly progress reports that: (a) describe the actions which have been taken toward
24 achieving compliance with this Consent Decree during the previous quarter; (b) include a
25 summary of all validated results of sampling and tests and other relevant data received or
26 generated by the Settling Work Defendants or their contractors or agents in the previous
27 quarter; (c) identify all deliverables, plans and other deliverables required by this Consent
28 Decree completed and submitted during the previous quarter; (d) describe all actions,
including, but not limited to, data collection and implementation of deliverables, which are
scheduled for the next quarter and provide other information relating to the progress of
construction, including, but not limited to, critical path diagrams, Gant charts and Pert
charts; (e) include information regarding percentage of completion, unresolved delays
encountered or anticipated that may affect the future schedule for implementation of the
Work, and a description of efforts made to mitigate those delays or anticipated delays; (f)
include any modifications to the deliverables or other schedules that the Settling Work
Defendants have proposed to the EPA or that have been approved by the EPA; and (g)
describe all activities undertaken in support of the Community Relations Plan during the
previous quarter and those to be undertaken in the next twelve weeks. The Settling Work
Defendants shall submit these progress reports to the EPA and the State by the tenth day of
the first month of the next quarter following the lodging of this Consent Decree until
completion of the Work. Upon request by the EPA, the Settling Work Defendants shall also
provide briefings for the EPA to discuss the progress of the Work.

22 22. The Settling Work Defendants shall notify the EPA and the State of any
23 change in the schedule described in the quarterly progress report for the performance of
24 any activity, including, but not limited to, data collection and implementation of work
25 plans, no later than seven days prior to the performance of the activity.

1 23. Upon the occurrence of any event during performance of the Work that the
2 Settling Work Defendants are required to report pursuant to Section 103 of CERCLA or
3 Section 304 of the Emergency Planning and Community Right-to-Know Act (EPCRA), the
4 Settling Work Defendants shall within 24 hours of the onset of such event orally notify the
5 EPA Project Coordinator or the Alternate EPA Project Coordinator (in the event of the
6 unavailability of the EPA Project Coordinator), or, in the event that neither the EPA
7 Project Coordinator or the Alternate EPA Project Coordinator is available, the Emergency
8 Response Section, Region 9, United States Environmental Protection Agency. These
9 reporting requirements are in addition to the reporting required by CERCLA Section 103
10 or EPCRA Section 304.

11 24. Within ten (10) days of the onset of such an event, the Settling Work
12 Defendants shall furnish to Plaintiff and the State a written report, signed by the Settling
13 Work Defendants' Project Coordinator, setting forth the events which occurred and the
14 measures taken, and to be taken, in response thereto. Within twenty-one (21) days of the
15 conclusion of such an event, Settling Work Defendants shall submit a report setting forth
16 all actions taken in response thereto.

17 25. The Settling Work Defendants shall submit two copies of all final plans,
18 reports, and data required by the SOW, the EE/CA, or any other approved plans to the
19 EPA and one copy of each to the State in accordance with the schedules set forth in such
20 plans.

21 26. All reports and other documents submitted by the Settling Work Defendants
22 to the EPA and the State (other than the quarterly progress reports referred to above)
23 which document the Settling Work Defendants' compliance with the terms of this Consent
24 Decree shall be signed by an authorized representative of the Settling Work Defendants.

25 X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

26 27. After review of any plan, report or other item which is required to be
27 submitted for approval pursuant to this Consent Decree, the EPA, shall: (a) approve, in
28 whole or in part, the submission; (b) approve the submission upon specified conditions; (c)
modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the
submission, directing that the Settling Work Defendants modify the submission; or (e) any
combination of the above. However, the EPA shall not modify a submission without first
providing the Settling Work Defendants at least one notice of deficiency and an
opportunity to cure within thirty (30) days, except where to do so would cause serious
disruption to the Work or where previous submission(s) have been disapproved due to
material defects and the deficiencies in the submission under consideration indicate a bad
faith lack of effort to submit an acceptable deliverable.

29 28. In the event of approval, approval upon conditions, or modification by the
30 EPA, pursuant to Paragraph 27, the Settling Work Defendants shall proceed to take any
action required by the plan, report, or other item, as approved or modified by the EPA
subject only to their right to invoke the Dispute Resolution procedures set forth in Section
XIX (Dispute Resolution) with respect to the modifications or conditions made by the EPA.
In the event that the EPA modifies the submission to cure the deficiencies pursuant to
Paragraph 27 and the submission has a material defect, the EPA retains its right to seek
stipulated penalties, as provided in Section XX (Stipulated Penalties).

1 29. a. Upon receipt of a notice of disapproval pursuant to Paragraph 27, the
2 Settling Work Defendants shall, within thirty (30) days or such longer time as specified by
3 the EPA in such notice, correct the deficiencies and resubmit the plan, report, or other item
4 for approval. Any stipulated penalties applicable to the submission, as provided in Section
XX, shall accrue during the thirty (30) day period or otherwise specified period but shall
not be payable unless the resubmission is disapproved or modified due to a material defect
as provided in Paragraphs 27 and 28.

5 b. Notwithstanding the receipt of a notice of disapproval pursuant to
6 Paragraph 27, the Settling Work Defendants shall proceed, at the direction of the EPA, to
7 take any action required by any non-deficient portion of the submission. Implementation
of any non-deficient portion of a submission shall not relieve the Settling Work Defendants
of any liability for stipulated penalties under Section XX (Stipulated Penalties).

8 30. In the event that a resubmitted plan, report or other item, or portion thereof,
9 is disapproved by the EPA, the EPA may again require the Settling Work Defendants to
10 correct the deficiencies, in accordance with the preceding Paragraphs. The EPA also
11 retains the right to modify or develop the plan, report or other item. The Settling Work
Defendants shall implement any such plan, report, or item as modified or developed by the
EPA, subject only to their right to invoke the procedures set forth in Section XIX (Dispute
Resolution).

12 31. If upon resubmission, a plan, report, or item is disapproved or modified by
13 the EPA due to a material defect, the Settling Work Defendants shall be deemed to have
14 failed to submit such plan, report, or item timely and adequately unless the Settling Work
Defendants invoke the dispute resolution procedures set forth in Section XIX (Dispute
Resolution). The provisions of Section XIX (Dispute Resolution) and Section XX
(Stipulated Penalties) shall govern the implementation of the Work and accrual and
15 payment of any stipulated penalties during Dispute Resolution. If the EPA's disapproval
16 or modification is upheld, stipulated penalties shall accrue for such violation from the date
on which the initial submission was originally required, as provided in Section X.

17 32. All plans, reports, and other items required to be submitted to the EPA
18 under this Consent Decree shall, upon approval or modification by the EPA, be enforceable
19 under this Consent Decree. In the event the EPA approves or modifies a portion of a plan,
report, or other item required to be submitted to the EPA under this Consent Decree, the
approved or modified portion shall be enforceable under this Consent Decree.

XI. PROJECT COORDINATORS

33. Within twenty (20) days of lodging of this Consent Decree, the Settling Work Defendants and the EPA will notify each other, in writing, of the name, address and telephone number of their respective designated Project Coordinators and Alternate Project Coordinators. If a Project Coordinator or Alternate Project Coordinator initially designated is changed, the identity of the successor will be given at least five (5) working days before the changes occur, unless impracticable, but in no event later than the actual day the change is made. The Settling Work Defendants' Project Coordinator shall be subject to disapproval by the EPA and shall have the technical expertise sufficient to adequately oversee all aspects of the Work. The Settling Work Defendants' Project Coordinator shall not be an attorney for any of the Settling Defendants in this matter. He or she may assign other representatives, including other contractors, to serve as a representative for oversight of performance of daily operations necessary to conduct the Work.

34. Plaintiff may designate other representatives, including, but not limited to, the EPA employees, and federal contractors and consultants, to observe and monitor the progress of any activity undertaken pursuant to this Consent Decree. The EPA's Project Coordinator and Alternate Project Coordinator shall have the authority lawfully vested in a Remedial Project Manager (RPM) and an On-Scene Coordinator (OSC) by the National Contingency Plan, 40 C.F.R. Part 300. In addition, the EPA's Project Coordinator or Alternate Project Coordinator shall have authority, consistent with the National Contingency Plan, to halt any Work required by this Consent Decree and to take any necessary response action when s/he determines under this Consent Decree that conditions constitute an emergency situation or may present an immediate threat to public health or welfare or the environment due to release or threatened release of Waste Material.

XII. ASSURANCE OF ABILITY TO COMPLETE WORK

35. Within 30 days of entry of this Consent Decree, the Settling Work Defendants shall establish and maintain financial security in the amount of Fifteen Million Dollars (\$15,000,000) in one or more of the following forms;

- a. A surety bond guaranteeing performance of the Work;
- b. One or more irrevocable letters of credit equaling the total estimated cost of the Work;
- c. A trust fund;
- d. A guarantee to perform the Work by one or more parent corporations or subsidiaries, or by one or more unrelated corporations that have a substantial business relationship with at least one of the Settling Work Defendants;
- e. A demonstration that one or more of the Settling Work Defendants satisfy the requirements of 40 C.F.R. Part 264.143(f);
- f. A letter from a number of the Settling Work Defendants forwarding their annual reports.

1 36. If the Settling Work Defendants seek to demonstrate the ability to complete
2 the Work through a guarantee by a third party pursuant to Paragraph 35(d) of this
3 Consent Decree, the Settling Work Defendants shall demonstrate that the guarantor
4 satisfies the requirements of 40 C.F.R. Part 264.143(f). If the Settling Work Defendants
5 seek to demonstrate their ability to complete the Work by means of the financial test or the
6 corporate guarantee pursuant to Paragraph 35(d) or (e), they shall resubmit sworn
7 statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on
8 the anniversary of the effective date of this Consent Decree. In the event that the EPA
9 determines at any time that the financial assurances provided pursuant to this Section are
10 inadequate, the Settling Work Defendants shall, within 30 days of receipt of notice of the
11 EPA's determination, obtain and present to the EPA for approval one of the other forms of
12 financial assurance listed in Paragraph 35 of this Consent Decree. The Settling Work
13 Defendants' inability to demonstrate financial ability to complete the Work shall not excuse
14 performance of any activities required under this Consent Decree.

15 37. If the Settling Work Defendants can show that the estimated cost to complete
16 the remaining Work has diminished below the amount set forth in Paragraph 35 above
17 after entry of this Consent Decree, the Settling Work Defendants may, on any anniversary
18 date of entry of this Consent Decree, or at any other time agreed to by the Settling Work
19 Defendants and EPA, reduce the amount of the financial security provided under this
20 Section to the estimated cost of the remaining Work to be performed. The Settling Work
21 Defendants shall submit a proposal for such reduction to the EPA, in accordance with the
22 requirements of this Section, and may reduce the amount of the security upon approval by
23 the EPA. In the event of a dispute, the Settling Work Defendants may reduce the amount
24 of the security in accordance with the final administrative or judicial decision resolving the
25 dispute.

26 38. The Settling Work Defendants may change the form of financial assurance
27 provided under this Section at any time, upon notice to and approval by the EPA, provided
28 that the new form of assurance meets the requirements of this Section. In the event of a
dispute, the Settling Work Defendants may change the form of the financial assurance only
in accordance with the final administrative or judicial decision resolving the dispute.

XIII. CERTIFICATION OF COMPLETION

39. Completion of the Work.

1 a. Within 90 days after the Settling Work Defendants conclude that all
2 phases of the Work as set forth in this Consent Decree, excluding any required O & M,
3 have been fully performed and the Performance Standards have been attained, the Settling
4 Work Defendants shall schedule and conduct an inspection to be attended by the Settling
5 Work Defendants and the EPA. This request for certification of completion of the Work
6 shall not relieve Settling Work Defendants of their obligation to perform O&M as required
7 by this Consent Decree. If, after the inspection, the Settling Work Defendants still believe
8 that the Work has been fully performed, the Settling Work Defendants shall submit a
9 written report by a registered professional engineer or geologist stating that the Work has
10 been completed in full satisfaction of the requirements of this Consent Decree. The report
11 shall contain the following statement, signed by a responsible corporate official of a Settling
12 Work Defendant or the Settling Work Defendants' Project Coordinator:

13 "To the best of my knowledge, after thorough investigation, I certify
14 that the information contained in or accompanying this submission is true,
15
16
17
18

1 accurate and complete. I am aware that there are significant penalties for
2 submitting false information, including the possibility of a fine and
imprisonment for knowing violations."

3 If, after review of the written report, the EPA determines that any portion of
4 the Work has not been completed in accordance with this Consent Decree or that the
Performance Standards have not been attained, the EPA will notify the Settling Work
5 Defendants in writing of the activities that must be undertaken by the Settling Work
Defendants pursuant to this Consent Decree to complete the Work and to achieve the
6 Performance Standards. Provided, however, that the EPA may only require the Settling
Work Defendants to perform such activities pursuant to this Paragraph to the extent that
7 such activities are consistent with the scope of the SOW. The EPA will set forth in the
notice a schedule for performance of such activities consistent with the Consent Decree, the
8 EE/CA and the SOW or require the Settling Work Defendants to submit a schedule to the
EPA for approval pursuant to Section X (EPA Approval of Plans and Other Submissions).
9 The Settling Work Defendants shall perform all activities described in the notice in
accordance with the specifications and schedules established therein, subject to their right
10 to invoke the dispute resolution procedures set forth in Section XIX (Dispute Resolution).

11 b. If the EPA concludes, based on the initial or any subsequent request
for Certification of Completion by the Settling Work Defendants that the Work has been
12 performed in accordance with this Consent Decree and that the Performance Standards
have been achieved, the EPA will so notify the Settling Work Defendants in writing.

13 XIV. EMERGENCY RESPONSE

14 40. Settling Work Defendants have an obligation to immediately notify the
EPA's Project Coordinator, or, if the Project Coordinator is unavailable, the EPA's
15 Alternate Project Coordinator, if neither of these persons is available, the Settling Work
Defendants shall notify the EPA Emergency Response Unit, Region 9, and the appropriate
16 local, and State authorities of any action or occurrence at the Site of which they become
aware that causes or threatens a release of Waste Material that constitutes an emergency
17 situation or may present an immediate threat to public health or welfare or the
environment. In the event of any action or occurrence during the performance of the Work
18 by Settling Work Defendants which causes or threatens a release of Waste Material from
the Phase 1a Area, Settling Work Defendants shall, subject to Paragraph 41, immediately
19 take all appropriate action to prevent, abate, or minimize such release or threat of release.
The Settling Work Defendants shall take such actions in consultation with the EPA's
20 Project Coordinator or other available authorized EPA officer and in accordance with all
applicable provisions of the Health and Safety Plans, the Contingency Plans, and any other
21 applicable plans or documents developed pursuant to the SOW. In the event that the
Settling Work Defendants fail to take appropriate response action as required by this
22 Section, and the EPA takes such action instead, the Settling Work Defendants shall
reimburse the EPA all costs of the response action not inconsistent with the NCP pursuant
23 to Section XVI (Reimbursement of United States' Response Costs). The responsibility of
the Settling Work Defendants to take action, other than notification, and/or reimburse the
24 EPA for response costs in connection with this Paragraph only applies with respect to an
action or occurrence caused by the Settling Work Defendants, their agents and/or
25 contractors.

26 41. Nothing in the preceding Paragraph or in this Consent Decree shall be
27 deemed to limit any authority of the United States (a) to take all appropriate action to

1 protect human health and the environment or to prevent, abate, respond to, or minimize an
2 actual or threatened release of Waste Material on, at, or from the Site, (b) to direct or
3 order such action, or seek an order from the Court, to protect human health and the
4 environment or to prevent, abate, respond to, or minimize an actual or threatened release
5 of Waste Material on, at, or from the Site, subject to Section XXI (Covenants by Plaintiff),
6 or (c) to seek recovery of response costs for actions taken pursuant to this Paragraph.

7 **XV. OBLIGATIONS OF SETTTLING CASH DEFENDANTS**

8 42. a. No later than thirty (30) days following the Date of Entry of this
9 Consent Decree, all funds to be paid by or on behalf of each Settling Cash Defendant shall
10 be deposited into a Qualified Settlement Fund under Treas. Reg. §1.468(b) and Treas. Reg.
11 §301.7701-4(e) or such other funding mechanism established and designated by mutual
12 agreement of the Settling Defendants, in contribution toward the Work, toward payment of
13 Past Response Costs and Oversight Costs, and fulfilling legal obligations related to the
14 Work. Notwithstanding the foregoing sentence, certain Settling Cash Defendants have
15 negotiated an arrangement with the Settling Work Defendants whereby such Settling Cash
16 Defendants listed on Exhibit F hereto, rather than making a lump sum payment will make
17 payments according to the payment schedules set forth on Exhibit F attached hereto. Such
18 Settling Cash Defendants who are making periodic payments shall be subject to the
19 provisions pertaining to the failure to make such payments in the manner and at such times
20 as agreed upon. Each Settling Cash Defendant's obligations under this Consent Decree
21 shall be limited to the payment of its requisite amount as agreed to by the Settling Cash
22 Defendants in that certain settlement agreement entered into with those Settling Work
23 Defendants eligible to sign, and who do sign, such agreement. No Settling Cash Defendant
24 shall be responsible for any payment required of any other party. The name of each
25 Settling Cash Defendant shall be submitted by the Settling Work Defendants to the United
26 States as provided in Section XXVI (Notices and Submissions) upon execution of the
27 Consent Decree. The name of each Settling Cash Defendant will be appended as Appendix
28 C to this Consent Decree at the time of lodging.

b. The failure of any Settling Cash Defendant to satisfy its payment
obligation pursuant to this Paragraph shall not defer the obligations of the Settling Work
Defendants under this Consent Decree.

c. Each Settling Cash Defendant shall enter into, and remain in
compliance with, that certain settlement agreement with those Settling Work Defendants
eligible to sign, and who do sign, such agreement.

d. Each Settling Defendant shall cooperate with the other Settling
Defendants in good faith to effect the obligations and provisions set forth in this Consent
Decree.

23 **XVI. REIMBURSEMENT OF UNITED STATES' RESPONSE COSTS**

24 43. Within thirty (30) days of the entry of this Consent Decree, the Settling Work
25 Defendants shall pay to the EPA Hazardous Substance Superfund the sum of \$282,636 in
26 full reimbursement and settlement by Settling Defendants of Past Response Costs by
27 FedWire Electronic Funds Transfer ("EFT" or wire transfer) to the U.S. Department of
28 Justice account in accordance with current electronic funds transfer procedures,
referencing U.S.A.O. file number _____, the EPA Region and Site/Spill ID # 09BC,
and DOJ case number 90-11-3-06529. Payment shall be made in accordance with

1 instructions provided to the Settling Work Defendants by the Financial Litigation Unit of
2 the United States Attorney's Office for the Central District of California following entry of
3 the Consent Decree. Any payments received by the Department of Justice after 4:00 P.M.
4 (Eastern Time) will be credited on the next business day. The Settling Work Defendants
5 shall send notice that such payment has been made to the United States as specified in
6 Section XXVI (Notices and Submissions) and Catherine Shen (PMD-6), U.S.
7 Environmental Protection Agency, Region 9, 75 Hawthorne Street, San Francisco,
8 California, 94105.

9 44. The Settling Work Defendants shall reimburse the United States for all
10 Oversight Costs incurred by the United States in connection with the Work done pursuant
11 to this Consent Decree not inconsistent with the National Contingency Plan. The United
12 States will send the Settling Work Defendants a bill requiring payment that includes a
13 Regionally Prepared Itemized Summary Report which includes direct and indirect costs
14 incurred by the EPA and its contractors, and a DOJ prepared cost summary which reflects
15 costs incurred by DOJ and its contractors, if any on a periodic basis. The Settling Work
16 Defendants shall make all payments of Oversight Costs within thirty (30) days of the
17 Settling Work Defendants' receipt of each bill requiring payment, except as otherwise
18 provided in Paragraph 45. The Settling Work Defendants shall make all payments
19 required by this Paragraph by EFT to the Department of Justice account in accordance
20 with the current electronic funds transfer procedures or in the form of a certified or
21 cashier's check or checks made payable to the "EPA Hazardous Substance Superfund"
22 and referencing the EPA Region and Site/Spill ID # 09BC, the DOJ case number 90-11-3-
23 06529, and the name and address of the party making payment. The Settling Work
24 Defendants shall send the check(s) to U.S. EPA, Region IX, Superfund Accounting, P.O.
25 Box 360863M, Pittsburgh, PA, 15251, and shall send copies of the check(s) to the United
26 States as specified in Section XXVI (Notices and Submissions) and Catherine Shen (PMD-
27 6), U.S. Environmental Protection Agency, Region 9, 75 Hawthorne Street, San Francisco,
28 California, 94105.

29 45. The Settling Work Defendants may contest payment of any Oversight Costs
30 under Paragraph 44 if they determine that the United States has made an accounting error,
31 if they allege that a cost item that is included represents costs that are inconsistent with the
32 NCP or that such costs are not Oversight Costs, as that term is defined by this Consent
33 Decree. Such objection shall be made in writing within thirty (30) days of receipt of the bill
34 and must be sent to the United States pursuant to Section XXVI (Notices and Submissions).
35 Any such objection shall specifically identify the contested Oversight Costs and the basis
36 for objection. In the event of an objection, the Settling Work Defendants shall, within the
37 thirty-day period, pay all uncontested Oversight Costs to the United States by EFT or in
38 the form of a certified or cashier's check or checks in the manner described in Paragraph
39 44. Simultaneously, the Settling Work Defendants shall establish an interest-bearing
40 escrow account in a federally-insured bank duly chartered in the State of California and
41 remit to that escrow account funds equivalent to the amount of the contested Oversight
42 Costs. The Settling Work Defendants shall send to the United States, as provided in
43 Section XXVI (Notices and Submissions), a copy of the transmittal letter and check paying
44 the uncontested Oversight Costs, and a copy of the correspondence that establishes and
45 funds the escrow account, including, but not limited to, information containing the identity
46 of the bank and bank account under which the escrow account is established as well as a
47 bank statement showing the initial balance of the escrow account. Simultaneously with
48 establishment of the escrow account, the Settling Work Defendants shall initiate the
49 Dispute Resolution procedures in Section XIX (Dispute Resolution). If the United States
50 prevails in the dispute, within five days of the resolution of the dispute, the Settling Work

1 Defendants shall pay the sums due (with accrued interest) to the United States in the
2 manner described in Paragraph 44. If the Settling Work Defendants prevail concerning
3 any aspect of the contested costs, the Settling Work Defendants shall pay that portion of the
4 costs (plus associated accrued interest) for which they did not prevail to the United States
5 in the manner described in Paragraph 44; the Settling Work Defendants shall be disbursed
6 any balance of the escrow account. The dispute resolution procedures set forth in this
7 Paragraph in conjunction with the procedures set forth in Section XIX (Dispute
8 Resolution) shall be the exclusive mechanisms for resolving disputes regarding the Settling
9 Work Defendants' obligation to reimburse the United States for its Oversight Costs.

10 46. In the event that the payments required by Paragraph 43 are not made
11 within thirty (30) days of the effective date of this Consent Decree or the payments required
12 by Paragraph 44 are not made within thirty (30) days of the Settling Work Defendants' receipt of the bill, the Settling Work Defendants shall pay Interest on the unpaid balance.
13 The Interest to be paid on Past Response Costs under this Paragraph shall begin to accrue
14 thirty (30) days after the effective date of this Consent Decree. The Interest on Oversight
15 Costs shall begin to accrue on the date of the bill. The Interest shall accrue through the
16 date of the Settling Work Defendants' payment. Payments of Interest made under this
17 Paragraph shall be in addition to such other remedies or sanctions available to Plaintiffs by
18 virtue of the Settling Work Defendants' failure to make timely payments under this
19 Section. The Settling Work Defendants shall make all payments required by this
20 Paragraph in the manner described in Paragraph 44.

21 a. As soon as reasonably practicable after the effective date of this
22 Consent Decree the United States, on behalf of the Settling Federal Agency listed on
23 Exhibit C, shall pay to the Settling Work Defendants \$362,330 for its share of the Work
24 and other obligations under this Consent Decree and its share of Past Response Costs and
25 Oversight Costs, in the form of a check or checks made payable to the Omega Cash-Out
26 Settlement Fund and sent to Boone & Associates, 5225 Canyon Crest Drive, Building 200,
27 Suite 253, Riverside California 92507, or by Electronic Funds Transfer in accordance with
28 instructions provided by the Settling Work Defendants.

29 b. In the event that payments required by Paragraph 46(a) are not made
30 within 30 days of the effective date of this Consent Decree, Interest on the unpaid balance
31 shall be paid at the rate established pursuant to section 107(a) of CERCLA, 42 U.S.C.
32 9607(a), commencing on the effective date of this Consent Decree and accruing through the
33 date of the payment.

34 c. The Parties to this Consent Decree recognize and acknowledge that
35 the payment obligations of the Settling Federal Agency under this Consent Decree can only
36 be paid from appropriated funds legally available for such purpose. Nothing in this
37 Consent Decree shall be interpreted or construed as a commitment or requirement that any
38 Settling Federal Agency obligate or pay funds in contravention of the Anti-Deficiency Act,
39 31 U.S.C. 1341, or any other applicable provision of law.

XVII. INDEMNIFICATION AND INSURANCE

47. a. The United States does not assume any liability by entering into this agreement or by virtue of any designation of the Settling Work Defendants as the EPA's authorized representatives under Section 104(e) of CERCLA. The Settling Work Defendants shall indemnify, save and hold harmless the United States (with the exception of the Settling Federal Agency) and its officials, agents, employees, contractors, subcontractors, or representatives for or from any and all claims or causes of action arising from, or on account of, negligent or other wrongful acts or omissions of the Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree, including, but not limited to, any claims arising from any designation of the Settling Work Defendants as the EPA's authorized representatives under Section 104(e) of CERCLA. Further, the Settling Work Defendants agree to pay the United States (with the exception of the Settling Federal Agency) all costs it incurs including, but not limited to, attorneys fees and other expenses of litigation and settlement arising from, or on account of, claims made against the United States based on negligent or other wrongful acts or omissions of the Settling Work Defendants, their officers, directors, employees, agents, contractors, subcontractors, and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Consent Decree. The United States shall not be held out as a party to any contract entered into by or on behalf of the Settling Work Defendants in carrying out activities pursuant to this Consent Decree.

b. The United States shall give the Settling Work Defendants notice of any claim for which the United States plans to seek indemnification pursuant to Paragraph 47, and shall consult with the Settling Work Defendants prior to settling such claim.

48. The Settling Defendants waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of the Settling Work Defendants and any person for performance of Work described in the SOW, including, but not limited to, claims on account of construction delays. In addition, the Settling Work Defendants shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of the Settling Work Defendants and any person for performance of Work on or relating to the Phase 1a Area, including, but not limited to, claims on account of construction delays.

49. No later than fifteen (15) days before commencing any on-site Work, the Settling Work Defendants shall secure, and shall maintain until the first anniversary of the EPA's Certification of Completion of the Work pursuant to Paragraph 39 of Section XIII (Certification of Completion) comprehensive general liability insurance with limits of five million dollars, combined single limit, and automobile liability insurance with limits of five million dollars, combined single limit, naming the United States as an additional insured. In the alternative, other financial mechanisms or self-insurance may be utilized in lieu of comprehensive general liability insurance and automobile liability insurance, subject to approval by the United States. In addition, for the duration of this Consent Decree, the Settling Work Defendants shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of the Settling Work Defendants in furtherance of this Consent Decree. Prior to commencement

1 of the Work under this Consent Decree, the Settling Work Defendants shall provide to the
2 EPA certificates of such insurance and a copy of each insurance policy. The Settling Work
3 Defendants shall resubmit such certificates and copies of policies each year on the
4 anniversary of the effective date of this Consent Decree. If the Settling Work Defendants
5 demonstrate by evidence satisfactory to the EPA that any contractor or subcontractor
6 maintains insurance equivalent to that described above, or insurance covering the same
7 risks but in a lesser amount, then, with respect to that contractor or subcontractor, the
8 Settling Work Defendants need provide only that portion of the insurance described above
9 which is not maintained by the contractor or subcontractor.

10 XVIII. FORCE MAJEURE

11 50. "Force majeure," for purposes of this Consent Decree, is defined as any event
12 arising from causes beyond the control of the Settling Work Defendants, of any entity
13 controlled by the Settling Work Defendants, or of the Settling Work Defendants'
14 contractors, that delays or prevents the performance of any obligation under this Consent
15 Decree despite the Settling Work Defendants' best efforts to fulfill the obligation. The
16 requirement that the Settling Work Defendants exercise "best efforts to fulfill the
17 obligation" includes using best efforts to anticipate any potential force majeure event and
18 best efforts to address the effects of any potential force majeure event (1) as it is occurring
19 and (2) following the potential force majeure event, such that the delay is minimized to the
20 greatest extent possible. "Force Majeure" does not include financial inability to complete
21 the Work.

22 51. If any event occurs or has occurred that may delay the performance of any
23 obligation under this Consent Decree, whether or not caused by a force majeure event, the
24 Settling Work Defendants shall notify orally the EPA's Project Coordinator or, in his or
25 her absence, the EPA's Alternate Project Coordinator or, in the event both of the EPA's
26 designated representatives are unavailable, the Director of the Hazardous Waste
27 Management Division, the EPA Region 9, within ten (10) days of when the Settling Work
28 Defendants first knew that the event might cause a delay. Within ten (10) days thereafter,
the Settling Work Defendants shall provide in writing to the EPA an explanation and
description of the reasons for the delay; the anticipated duration of the delay; all actions
taken or to be taken to prevent or minimize the delay; a schedule for implementation of
any measures to be taken to prevent or mitigate the delay or the effect of the delay; the
Settling Work Defendants' rationale for attributing such delay to a force majeure event if
they intend to assert such a claim; and a statement as to whether, in the opinion of the
Settling Work Defendants, such event may cause or contribute to an endangerment to
public health, welfare or the environment. The Settling Work Defendants shall include
with any notice all available documentation supporting their claim that the delay was
attributable to a force majeure event. Failure to comply with the above requirements shall
preclude the Settling Work Defendants from asserting any claim of force majeure for that
event for the period of time of such failure to comply, and for any additional delay caused
by such failure. The Settling Work Defendants shall be deemed to know of any
circumstance of which the Settling Work Defendants, any entity controlled by the Settling
Work Defendants, or the Settling Work Defendants' contractors knew or should have
known.

52. If the EPA agrees that the delay or anticipated delay is attributable to a force
majeure event, the time for performance of the obligations under this Consent Decree that
are affected by the force majeure event will be extended by the EPA for such time as is
necessary to complete those obligations. An extension of the time for performance of the

1 obligations affected by the force majeure event shall not, of itself, extend the time for
2 performance of any other obligation. If the EPA does not agree that the delay or
3 anticipated delay has been or will be caused by a force majeure event, the EPA will notify
4 the Settling Work Defendants in writing of its decision. If the EPA agrees that the delay is
5 attributable to a force majeure event, the EPA will notify the Settling Work Defendants in
6 writing of the length of the extension, if any, for performance of the obligations affected by
7 the force majeure event.

8 53. If the Settling Work Defendants elect to invoke the dispute resolution
9 procedures set forth in Section XIX (Dispute Resolution), they shall do so no later than
10 fifteen (15) days after receipt of the EPA's notice. In any such proceeding, the Settling
11 Work Defendants shall have the burden of demonstrating by a preponderance of the
12 evidence that the delay or anticipated delay has been or will be caused by a force majeure
13 event, that the duration of the delay or the extension sought was or will be warranted
14 under the circumstances, that reasonable efforts were exercised to avoid and mitigate the
15 effects of the delay, and that Settling Work Defendants complied with the requirements of
16 Paragraphs 50 and 51, above. If the Settling Work Defendants carry this burden, the delay
17 at issue shall be deemed not to be a violation by the Settling Work Defendants of the
18 affected obligation of this Consent Decree identified to the EPA and the Court.

19 XIX. DISPUTE RESOLUTION

20 54. Unless otherwise expressly provided for in this Consent Decree, the dispute
21 resolution procedures of this Section shall be the exclusive mechanism to resolve disputes
22 arising under or with respect to this Consent Decree. However, the procedures set forth in
23 this Section shall not apply to actions by the United States to enforce obligations of the
24 Settling Defendants that have not been disputed in accordance with this Section.

25 55. Any dispute which arises under or with respect to this Consent Decree shall
26 in the first instance be the subject of informal negotiations between the parties to the
27 dispute. The period for informal negotiations shall not exceed twenty (20) days from the
28 time the dispute arises, unless it is modified by written agreement of the parties to the
dispute. The dispute shall be considered to have arisen when one party sends the other
parties a written Notice of Dispute.

56. a. In the event that the Parties cannot resolve a dispute by informal
negotiations under the preceding Paragraph, then the position advanced by the EPA shall
be considered binding unless, within seven (7) days after the conclusion of the informal
negotiation period, the Settling Work Defendants invoke the formal dispute resolution
procedures of this Section by serving on the United States a written Statement of Position
on the matter in dispute, including, but not limited to, any factual data, analysis or opinion
supporting that position and any supporting documentation relied upon by the Settling
Work Defendants. The Statement of Position shall specify the Settling Work Defendants'
position as to whether formal dispute resolution should proceed under Paragraph 57 or
Paragraph 58.

b. Within fourteen (14) days after receipt of the Settling Work
Defendants' Statement of Position, the EPA will serve on the Settling Work Defendants its
Statement of Position, including, but not limited to, any factual data, analysis, or opinion
supporting that position and all supporting documentation relied upon by the EPA. The
EPA's Statement of Position shall include a statement as to whether formal dispute

1 resolution should proceed under Paragraph 57 or 58. Within 5 days after receipt of the
2 EPA's Statement of Position, the Settling Work Defendants may submit a Reply.

3 c. If there is disagreement between the EPA and the Settling Work
4 Defendants as to whether dispute resolution should proceed under Paragraph 57 or 58 the
5 parties to the dispute shall follow the procedures set forth in the paragraph determined by
6 the EPA to be applicable. However, if the Settling Work Defendants ultimately appeal to
7 the Court to resolve the dispute, the Court shall determine which Paragraph is applicable
8 in accordance with the standards of applicability set forth in Paragraphs 57 and 58.

6 57. Formal dispute resolution for disputes pertaining to the selection or
7 adequacy of any response action under this Consent Decree and all other disputes that are
8 accorded review on the administrative record under applicable principles of administrative
9 law shall be conducted pursuant to the procedures set forth in this Paragraph. For
10 purposes of this Paragraph, the adequacy of any response action includes, without
11 limitation: (1) the adequacy or appropriateness of plans, procedures to implement plans, or
12 any other items requiring approval by the EPA under this Consent Decree; and (2) the
13 adequacy of the performance of response actions taken pursuant to this Consent Decree.
14 Nothing in this Consent Decree shall be construed to allow any dispute by the Settling
15 Work Defendants regarding the validity of the SOW's provisions or the provisions of
16 EPA's Action Memorandum, provided however that consistent with Paragraph 11 of this
17 Consent Decree, the Settling Work Defendants may dispute the selection or adequacy of
18 any response action selected by EPA which the Settling Work Defendants maintain
19 enlarges the SOW or alters the Performance Standards agreed to under this Consent
20 Decree.

14 a. An administrative record of the dispute shall be maintained by the
15 EPA and shall contain all statements of position, including supporting documentation,
16 submitted pursuant to this Section. Where appropriate, the EPA may allow submission of
17 supplemental Statements of Position by the parties to the dispute.

17 b. The Director of the Superfund Division, the EPA Region 9, will issue a
18 final administrative decision resolving the dispute based on the administrative record
19 described in Paragraph 57.a. This decision shall be binding upon the Settling Work
20 Defendants, subject only to the right to seek judicial review pursuant to Paragraph 57.c.

19 c. Any administrative decision made by the EPA pursuant to Paragraph
20 57.b shall be reviewable by this Court, provided that a motion for judicial review of the
21 decision is filed by the Settling Work Defendants with the Court and served on all Parties
22 within ten (10) days of receipt of the EPA's decision. The motion shall include a
23 description of the matter in dispute, the efforts made by the parties to resolve it, the relief
24 requested, and the schedule, if any, within which the dispute must be resolved to ensure
25 orderly implementation of this Consent Decree. The United States may file a response to
26 the Settling Work Defendants' motion.

24 d. In proceedings on any dispute governed by this Paragraph, the
25 Settling Work Defendants shall have the burden of demonstrating that the decision of the
26 Superfund Director is arbitrary and capricious or otherwise not in accordance with law.
27 Judicial review of the EPA's decision shall be on the administrative record compiled
28 pursuant to Paragraph 57.a.

1 58. Formal dispute resolution for disputes that neither pertain to the selection or
2 adequacy of any response action nor are otherwise accorded review on the administrative
3 record under applicable principles of administrative law, shall be governed by this
Paragraph.

4 a. Following receipt of the Settling Work Defendants' Statement of
5 Position submitted pursuant to Paragraph 56, the Director of the Superfund Division, the
6 EPA Region 9, will issue a final decision resolving the dispute. The Superfund Division
7 Director's decision shall be binding on the Settling Work Defendants unless, within twenty-
8 one (21) days of receipt of the decision, the Settling Work Defendants file with the Court
and serve on the parties a motion for judicial review of the decision setting forth the matter
in dispute, the efforts made by the parties to resolve it, the relief requested, and the
schedule, if any, within which the dispute must be resolved to ensure orderly
implementation of the Consent Decree. The United States may file a response to the
Settling Work Defendants' motion within 30 days of the motion.

9 b. Notwithstanding Section I (Background) of this Consent Decree,
10 judicial review of any dispute governed by this Paragraph shall be governed by applicable
principles of law.

11 59. The invocation of formal dispute resolution procedures under this Section
12 shall not extend, postpone or affect in any way any obligation of the Settling Work
13 Defendants under this Consent Decree, not directly in dispute, unless the EPA or the Court
14 agrees otherwise. Stipulated penalties with respect to the disputed matter shall continue to
15 accrue but payment shall be stayed pending resolution of the dispute as provided in
Paragraph 68. Notwithstanding the stay of payment, stipulated penalties shall accrue from
the first day of noncompliance with any applicable provision of this Consent Decree. In the
event that the Settling Work Defendants do not prevail on the disputed issue, stipulated
penalties shall be assessed and paid as provided in Section XX (Stipulated Penalties).

16 XX.STIPULATED PENALTIES

17 60. The Settling Work Defendants shall be liable for stipulated penalties in the
18 amounts set forth in Paragraphs 61 and 62 to the United States for failure to comply with
19 the requirements of this Consent Decree specified below, unless excused under Section
20 XVIII (Force Majeure). The Settling Cash Defendants shall be liable for stipulated
21 penalties in the amounts set forth in Paragraph 62.b for late or inadequate payment as set
22 forth in Paragraph 62.b. "Compliance" by the Settling Work Defendants shall include
23 completion of the activities under this Consent Decree or any work plan or other plan
24 approved under this Consent Decree identified below in accordance with all applicable
25 requirements of law, this Consent Decree, the SOW, the EE/CA, EPA's Action
26 Memorandum, and any plans or other documents approved by the EPA pursuant to this
27 Consent Decree and within the specified time schedules established by and approved under
28 this Consent Decree.

1 61. a. The following stipulated penalties shall accrue per violation per day
2 for any noncompliance identified in Subparagraph b:

| 3 | Penalty Per Violation Per Day | Period of Noncompliance |
|---|----------------------------------|-------------------------|
| 4 | \$ 2,000 | 1 - 15 |
| 5 | \$ 5,000 | 16 - 30 |
| | \$ 10,000 | Day 31 and Beyond |

6 b. The above stipulated penalties apply to the following:

- 7 A) Failure to submit the following deliverables in a timely and
8 adequate fashion:
- 9 i) the 30% Design report for the Groundwater NTCRA;
- 10 ii) the RI Report (for soils);
- 11 iii) the Risk Assessment Report (for soils); and
- 12 iv) the FS Report (for soils).
- 13 B) Failure to Comply with the following Work Schedule
14 Milestones for the Groundwater NTCRA:
- 15 i) Failure to maintain the Field Contractor Start Day (continuous
16 in-field presence);
- 17 ii) Failure to start up the Groundwater containment system as
18 scheduled; and
- 19 C) Failure to comply with the schedule for installation of the
20 downgradient sentinel wells; and
- 21 D) Failure to use best efforts to obtain or provide access as
22 required by this Consent Decree.

23 62. a. The following stipulated penalties shall accrue per violation per day
24 for failure to submit timely or adequate reports or other written documents required to be
25 submitted pursuant to all approved work plans prepared pursuant to this Consent Decree,
26 except as specified in paragraph 61 above:

| 23 | Penalty Per Violation Per Day | Period of Noncompliance |
|----|----------------------------------|-------------------------|
| 24 | \$ 1,000 | 1 - 15 |
| 25 | \$ 2,500 | 16 - 30 |
| | \$ 5,000 | Day 31 and Beyond |

26 b. Each settling Cash Defendant shall be liable for stipulated penalties
27 for: (1) late or inadequate payment pursuant to Paragraph 42.a (Obligations of Settling
28 Cash Defendants) of this Consent Decree; or (2) a violation of Section XXV (Retention of

1 Records). The stipulated penalty for any late payment or payment of less than the full
2 amount due as set forth in Paragraph 42.a for each Settling Cash Defendant making such
3 late payment or inadequate payment shall be \$5,000 per day. Upon written demand by the
4 EPA, payment shall be made in accordance with Paragraph 66 of this Section. This
5 paragraph shall not apply to the Settling Federal Agency.

6 63. In the event that the EPA assumes performance of substantially all of the
7 Work pursuant to Paragraph 75 of Section XXI (Covenants by Plaintiff), the Settling Work
8 Defendants shall be liable for a stipulated penalty in the amount of five hundred thousand
9 dollars (\$500,000).

10 64. All penalties shall begin to accrue on the day after the complete performance
11 is due or the day a violation occurs, and shall continue to accrue through the final day of
12 the correction of the noncompliance or completion of the activity. However, stipulated
13 penalties shall not accrue: (1) with respect to a deficient submission under Section X (EPA
14 Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st
15 day after the EPA's receipt of such submission until the date that the EPA notifies the
16 Settling Work Defendants of any deficiency; (2) with respect to a decision by the Director
17 of the Superfund Division, the EPA Region 9, under Paragraphs 57 or 58 of Section XIX
18 (Dispute Resolution), during the period, if any, beginning on the 21st day after the date
19 that the Settling Work Defendants' reply to the EPA's Statement of Position is received
20 until the date that the Director issues a final decision regarding such dispute; or (3) with
21 respect to judicial review by this Court of any dispute under Section XIX (Dispute
22 Resolution), during the period, if any, beginning on the 31st day after the Court's receipt of
23 the final submission regarding the dispute until the date that the Court issues a final
24 decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of
25 separate penalties for separate violations of this Consent Decree.

26 65. Following the EPA's determination that the Settling Work Defendants have
27 failed to comply with a requirement of this Consent Decree, the EPA may give the Settling
28 Work Defendants written notification of the same and describe the noncompliance. The
EPA may send the Settling Work Defendants a written demand for the payment of the
penalties. However, penalties shall accrue as provided in the preceding paragraph
regardless of whether EPA has notified the Settling Work Defendants of a violation.

66. All penalties accruing under this Section shall be due and payable to the
United States within thirty (30) days of the Settling Defendants' receipt from the EPA of a
demand for payment of the penalties, unless the Settling Defendants invoke the Dispute
Resolution procedures under Section XIX (Dispute Resolution). All payments to the
United States under this Section shall be paid by EFT or certified or cashier's check(s)
made payable to the "EPA Hazardous Substances Superfund," shall be mailed to: U.S.
EPA, Region IX, Attention: Superfund Accounting, P.O. Box 3608663M, Pittsburgh, PA,
15251, shall indicate that the payment is for stipulated penalties, and shall reference the
EPA Region 9 and Site/Spill ID # 09BC, the DOJ Case Number 93-11-3-06529, and the
name and address of the party making payment. Copies of check(s) tendered pursuant to
this Section, and any accompanying transmittal letter(s), shall be sent to the United States
as provided in Section XXVI (Notices and Submissions), and to Catherine Shen (PMD-6),
U.S. Environmental Protection Agency Region 9, 75 Hawthorne Street, San Francisco,
California, 94105.

1 **67. The payment of penalties shall not alter in any way the Settling Work**
2 **Defendants' obligation to complete the performance of the Work required under this**
3 **Consent Decree.**

4 **68. Penalties shall continue to accrue as provided in Paragraph 61 during any**
5 **dispute resolution period, but need not be paid until the following:**

6 **a. If the dispute is resolved by agreement or by a decision of the EPA**
7 **that is not appealed to this Court, accrued penalties determined to be owing shall be paid to**
8 **the EPA within fifteen (15) days of the agreement or the receipt of the EPA's decision or**
9 **order;**

10 **b. If the dispute is appealed to this Court and the United States prevails**
11 **in whole or in part, the Settling Work Defendants shall pay all accrued penalties**
12 **determined by the Court to be owed to the EPA within thirty (30) days of receipt of the**
13 **Court's decision or order, except as provided in Subparagraph c below;**

14 **c. If the District Court's decision is appealed by any Party, the Settling**
15 **Work Defendants shall pay all accrued penalties determined by the District Court to be**
16 **owing to the United States into an interest-bearing escrow account within fifteen (15) days**
17 **of receipt of the Court's decision or order. Penalties shall be paid into this account as they**
18 **continue to accrue, at least every thirty (30) days. Within fifteen (15) days of receipt of the**
19 **final appellate court decision, the escrow agent shall pay the balance of the account to the**
20 **EPA or to the Settling Work Defendants to the extent that they prevail.**

21 **69. a. If the Settling Work Defendants fail to pay stipulated penalties when**
22 **due, the United States may institute proceedings to collect the penalties, as well as Interest.**
23 **The Settling Work Defendants shall pay Interest on the unpaid balance, which shall begin**
24 **to accrue on the date of demand made pursuant to Paragraph 65.**

25 **b. Nothing in this Consent Decree shall be construed as prohibiting,**
26 **altering, or in any way limiting the ability of the United States to seek any other remedies**
27 **or sanctions available by virtue of the Settling Work Defendants' violation of this Consent**
28 **Decree or of the statutes and regulations upon which it is based, including, but not limited**
to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. §9622(1). Provided,
however, that the United States shall not seek civil penalties pursuant to Section 122(l) of
CERCLA for any violation for which a stipulated penalty is provided herein, except in the
case of a willful violation of the Consent Decree.

70. Notwithstanding any other provision of this Section, the United States may,
in its unreviewable discretion, waive any portion of stipulated penalties that have accrued
pursuant to this Consent Decree.

1 **XXI. COVENANTS BY PLAINTIFF**

2 70.1 In consideration of the payments that will be made by the Settling Federal
3 Agency under the terms of the Consent Decree, and except as specifically provided in
4 Paragraph 74 of this Section, EPA covenants not to take administrative action against the
5 Settling Federal Agency pursuant to Sections 106 and 107(a) of CERCLA for performance of
6 the Work and for recovery of Past Response Costs and Oversight Costs. EPA's covenant shall
7 take effect upon the receipt of the payments required by Paragraph 46.a of Section XVI
(Reimbursement of United States' Response Costs). EPA's covenant is conditioned upon the
satisfactory performance by Settling Federal Agency of its obligations under this Consent
Decree. EPA's covenant extends only to the Settling Federal Agency and does not extend to
any other person.

8 71. In consideration of the actions that will be performed and the payments that
9 will be made by the Settling Work Defendants under the terms of the Consent Decree, and
10 except as specifically provided in Paragraph 73 of this Section, the United States covenants
11 not to sue or to take administrative action against the Settling Work Defendants pursuant
12 to Section 7003 of RCRA or Sections 106 and 107(a) of CERCLA for performance of the
13 Work, for recovery of Past Response Costs, for recovery of Oversight Costs, or for any
14 other matter covered by this Consent Decree, except as expressly reserved in Paragraph 73.
15 The covenant not to sue with respect to the performance of Work shall take effect upon the
16 Certification of Completion of the Work by EPA pursuant to Paragraph 39 of Section XIII
17 (Certification of Completion); the covenant not to sue with respect to the Past Response
18 Costs shall take effect upon payment of such costs by the Settling Work Defendants
19 pursuant to Paragraph 43 (Reimbursement of United States' Response Costs). The
20 covenant not to sue with respect to the performance of Work is conditioned upon
satisfactory performance by the Settling Work Defendants of their obligations under this
Consent Decree, including all O&M required under the Operation and Maintenance Plan
approved or developed by the EPA pursuant to this Consent Decree and the SOW. The
United States may certify the completion of a portion of the Work and the covenant not to
sue by the United States shall become effective with respect to such completed Work upon
such certification. The United States further covenants that upon EPA's certification of the
completion of the O&M required under the Operation and Maintenance Plan or upon the
transfer, as approved by the United States, of the above obligations (which may include
future O&M obligations which are not foreseen as of the date of this Consent Decree)
pursuant to another established plan or another legally enforceable document, the Settling
Work Defendants' obligations pursuant to this Consent Decree shall cease and this Consent
Decree shall terminate. These covenants not to sue extend only to the Settling Work
Defendants and do not extend to any other person or entity.

21 72. In consideration of the payments made and costs incurred to date, including
22 payments made or to be made pursuant to this Consent Decree by or on behalf of each
23 Settling Cash Defendant, except as specifically provided in Paragraph 74 of this Section,
24 the United States covenants not to sue or to take administrative action pursuant to Section
25 7003 of RCRA or Sections 106 and 107(a) of CERCLA, 42 U.S.C. § 9606 and 9607(a),
26 against the Settling Cash Defendants for performance of the Work, for recovery of Past
27 Response Costs, for recovery of Oversight Costs, or for any other matter covered by this
28 Consent Decree, except as expressly reserved in Paragraph 74. These covenants not to sue
or take administrative action shall take effect for each Settling Cash Defendant upon
payment of the amount owed as set forth in Paragraph 42.a of this Consent Decree. These
covenants are conditioned upon the satisfaction by each individual Settling Cash Defendant
of its respective payment obligation in Paragraph 42.a of this Consent Decree. These

1 covenants extend only to the person or entities identified in this subparagraph and do not
2 extend to any other person. The payment by each individual Settling Cash Defendant of its
3 requisite amount in accordance with Paragraph 42.a, along with amounts previously paid
or costs incurred under the UAO, shall constitute full performance of its individual
obligations under this Consent Decree and thereby entitle it to these covenants.

4 73. General Reservations of Rights as to the Settling Work Defendants. The
5 covenants set forth above do not pertain to any matters other than those expressly specified
6 in Paragraph 71. The United States reserves, and this Consent Decree is without prejudice
to, all rights against the Settling Work Defendants with respect to all other matters,
including but not limited to, the following:

7 (1) claims based on a failure by the Settling Work Defendants to meet a
8 requirement of this Consent Decree;

9 (2) liability arising from the past, present, or future disposal, release, or
threat of release of Waste Materials outside of the Phase 1a Area;

10 (3) liability of the Settling Work Defendants for their future disposal of
11 Waste Material at the Phase 1a Area, other than as provided in the Work, or otherwise
ordered by the EPA;

12 (4) liability for damages for injury to, destruction of, or loss of natural
13 resources, and the costs of any natural resource damage assessments;

14 (5) criminal liability;

15 (6) liability for violations of federal or state law which occur during or
after implementation of the Work; and

16 (7) liability for response actions and response costs not set forth in this
17 Consent Decree and any work plans or submittals approved pursuant hereto.

18 74. General reservations of rights as to the Settling Cash Defendants. The
19 covenants set forth above do not pertain to any matters other than those expressly specified
20 in Paragraph 72. The United States reserves, and this Consent Decree is without prejudice
to, all rights against the Settling Cash Defendants and the Settling Federal Agency, with
respect to all other matters, including but not limited to, the following:

21 (1) claims based on a failure by the Settling Cash Defendants or the
Settling Federal Agency, to meet any applicable requirement of this Consent Decree;

22 (2) liability arising from the past, present, or future disposal, release, or
23 threat of release of Waste Materials outside of the Phase 1a Area;

24 (3) liability of the Settling Cash Defendants or the Settling Federal
Agency for its future disposal of Waste Material at the Phase 1a Area, other than as
25 provided in the Work, or otherwise ordered by the EPA;

26 (4) liability for damages for injury to, destruction of, or loss of natural
27 resources, and the costs of any natural resource damage assessments;

- 1 (5) criminal liability; and
2 (6) liability for response actions and response costs not set forth in this
3 Consent Decree and any work plans or submittals approved pursuant hereto.

4 75. Work Takeover. In the event the EPA determines that the Settling Work
5 Defendants have ceased implementation of any portion of the Work, are seriously or
6 repeatedly deficient or late in their performance of the Work, or are implementing the
7 Work in a manner which may cause an endangerment to human health or the
8 environment, the EPA may assume the performance of all or any portions of the Work as
9 the EPA determines necessary. The Settling Work Defendants may invoke the procedures
10 set forth in Section XIX (Dispute Resolution), to dispute the EPA's determination that
11 takeover of the Work is warranted under this Paragraph. Costs incurred by the United
12 States in performing the Work pursuant to this Paragraph shall be considered Oversight
13 Costs that the Settling Work Defendants shall pay pursuant to Section XVI
14 (Reimbursement of United States' Response Costs).

15 76. Notwithstanding any other provision of this Consent Decree, the United
16 States retains all authority and reserves all rights to take any and all response actions
17 authorized by law.

18 **XXII. COVENANTS BY SETTTLING DEFENDANTS**
19 **AND SETTTLING FEDERAL AGENCY**

20 77. Covenant Not to Sue. Subject to the reservations in Paragraph 78, the
21 Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes
22 of action against the United States with respect to the Work, past response actions, and
23 Past Response Costs as set forth in this Consent Decree, including, but not limited to:

24 a. any direct or indirect claim for reimbursement from the Hazardous
25 Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C.
26 Section 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113, 42 U.S.C. Sections
27 9606(b)(2), 9607, 9611, 9612, 9613, or any other provision of law;

28 b. any claims against the United States, including any department,
agency or instrumentality of the United States under CERCLA Sections 107 or 113 related
to the Omega Property; or

c. any claims arising out of the Work in the Phase 1a Area, including
claims based on the EPA's selection of response actions, oversight of response activities or
approval of plans for such activities.

77.1 Covenant by Settling Federal Agency. Settling Federal Agency hereby agrees
not to assert any direct or indirect claim for reimbursement from the Hazardous Substance
Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. 9507) through
CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law with respect to
the Work, past response actions and Past Response Costs and Oversight Costs as defined
herein, or this Consent Decree. This covenant does not preclude demand for reimbursement
from the Superfund of costs incurred by a Settling Federal Agency in the performance of its
duties (other than pursuant to this Consent Decree) as lead or support agency under the
National Contingency Plan (40 C.F.R. Part 300).

1 78. The Settling Defendants reserve, and this Consent Decree is without
2 prejudice to, claims against the United States, subject to the provisions of Chapter 171 of
3 Title 28 of the United States Code, for money damages for injury or loss of property or
4 personal injury or death caused by the negligent or wrongful act or omission of any
5 employee of the United States while acting within the scope of his office or employment
6 under circumstances where the United States, if a private person, would be liable to the
7 claimant in accordance with the law of the place where the act or omission occurred.
8 However, any such claim shall not include a claim for any damages caused, in whole or in
9 part, by the act or omission of any person, including any contractor, who is not a federal
10 employee as that term is defined in 28 U.S.C. Section 2671; nor shall any such claim include
11 a claim based on the EPA's selection of response actions, or the oversight or approval of the
12 Settling Work Defendants' plans or activities. The foregoing applies only to claims which
13 are brought pursuant to any statute other than CERCLA and for which the waiver of
14 sovereign immunity is found in a statute other than CERCLA; and (b) contribution claims
15 against the Settling Federal Agency in the event any claim is asserted by the United States
16 against the Settling Defendants under the authority of or under Paragraphs 73(2)-(4) and
17 (7) or Paragraphs 74 (2) - (4) and (6) of Section XXI (Covenants by Plaintiff), but only to
18 the same extent and for the same matters, transactions, or occurrences as are raised in the
19 claim of the United States against Settling Defendants.

20 79. Nothing in this Consent Decree shall be deemed to constitute
21 preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C.
22 Section 9611, or 40 C.F.R. Section 300.700(d).

23 79.1 Settling Defendants reserve, and this Consent Decree is without prejudice to,
24 claims under or relating to contracts between the Settling Defendants and the United
25 States, including any department, agency, or instrumentality of the United States.

26 80. Unless otherwise reserved pursuant to this Consent Decree, the Settling
27 Defendants agree to waive all claims or causes of action that they may have for all matters
28 relating to (i) the Work performed or to be performed under this Consent Decree, and (ii)
the Past Response Costs and Oversight Costs, including causes of action in contribution,
against each other individual Settling Defendant, except for any failure by any other
individual Settling Defendant to meet one of its obligations under this Consent Decree.

a. In addition, Settling Defendants agree to withhold the filing of third-
party litigation for one year from the date of entry of this Consent Decree for all matters
relating to the Site, including for contribution, against the following persons:

(1) any person whose liability to Settling Defendants with respect to
the Site is based solely on having arranged for the disposal or treatment, or for transport for
disposal or treatment, of hazardous substances at the Site, or having accepted for transport
for disposal or treatment of hazardous substances at the Site, if:

(a) any materials contributed by such person to the Site
constituting Municipal Solid Waste (MSW) or Municipal Sewage Sludge (MSS) did not exceed
0.2% of the total volume of waste at the Site; and

(b) any materials contributed by such person to the Site
containing hazardous substances, but not constituting MSW or MSS, did not exceed the
greater of (i) 0.002% of the total volume of waste at the Site, or (ii) 110 gallons of liquid
material or 200 pounds of solid material.

1 (2) any person whose liability to Settling Defendants with respect to
2 the Site is based solely on having arranged for the disposal, treatment, or transport for
3 disposal or treatment, or accepted for transport for disposal or treatment of hazardous
4 substances at the Site, if the materials contributed by such person to the Site containing
5 hazardous substances did not exceed the greater of (i) 0.002% of the total volume of waste at
6 the Site, or (ii) 110 gallons of liquid materials or 200 pounds of solid materials. The waiver set
7 forth herein in subparagraphs (1) and (2) shall not apply to any claim or cause of action
8 against any person meeting the above criteria if EPA has determined that such material
9 contributed or could contribute significantly to the costs of response at the Site.

6 **XXIII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION**

7 81. Nothing in this Consent Decree shall be construed to create any rights in, or
8 grant any cause of action to, any person not a Party to this Consent Decree. The preceding
9 sentence shall not be construed to waive or nullify any rights that any person not a
10 signatory to this Consent Decree may have under applicable law. Each of the Parties
11 expressly reserves any and all rights (including, but not limited to, any right to
12 contribution), defenses, claims, demands, and causes of action which each Party may have
13 with respect to any matter, transaction, or occurrence relating in any way to the Site
14 against any person not a Party hereto.

12 82. The Parties agree, and by entering this Consent Decree this Court finds, that
13 the Settling Defendants and the Settling Federal Agency are entitled, as of the effective date
14 of this Consent Decree, to protection from contribution actions or claims as provided by
15 CERCLA Section 113(f)(2), 42 U.S.C. Section 9613(f)(2) for matters addressed in this
16 Consent Decree.

15 83. The Settling Work Defendants agree that with respect to any suit or claim for
16 contribution brought by them for matters related to this Consent Decree they will notify
17 the United States in writing no later than thirty (30) days prior to the initiation of such suit
18 or claim.

17 84. The Settling Defendants also agree that with respect to any suit or claim for
18 contribution brought against them for matters related to this Consent Decree they will
19 notify in writing the United States within ten (10) days of service of the complaint on them.
20 In addition, the Settling Defendants shall notify the United States within seven (7) days of
21 service or receipt of any Motion for Summary Judgment regarding such suit or claim and
22 within ten (10) days of receipt of any order from a court setting such case for trial.

21 85. In any subsequent administrative or judicial proceeding initiated by the
22 United States for injunctive relief, recovery of response costs, or other appropriate relief
23 relating to the Site, the Settling Defendants shall not assert, and may not maintain, any
24 defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue
25 preclusion, claim-splitting, or other defenses based upon any contention that the claims
26 raised by the United States in the subsequent proceeding were or should have been brought
27 in the instant case; provided, however, that nothing in this Paragraph affects the
28 enforceability of the covenants not to sue set forth in Section XXI (Covenants by Plaintiff).

XXIV. ACCESS TO INFORMATION

86. The Settling Work Defendants shall provide to the EPA, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain-of-custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. The Settling Work Defendants shall also make available to the EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

87. a. The Settling Work Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiff under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. Section 9604(e)(7), and 40 C.F.R. Section 2.203(b). Documents or information determined to be confidential by the EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to the EPA, or if the EPA has notified the Settling Work Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to the Settling Work Defendants.

b. The Settling Work Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege, the joint-defense privilege amongst the Settling Defendants or any other privilege recognized by federal law. If the Settling Work Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiff with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by the Settling Work Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

88. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data, or any other documents or information evidencing conditions at or around the Site.

XXV. RETENTION OF RECORDS

88.1 The United States acknowledges that the Settling Federal Agency (1) is subject to all applicable Federal record retention laws, regulations, and policies; and (2) has certified that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. 6927.

89. Until 5 years after the Settling Work Defendants' receipt of the EPA's final notification under this Consent Decree pursuant to Paragraph 39 of Section XIII (Certification of Completion), each Settling Defendant shall preserve and retain all records

1 and documents now in its possession or control or which come into its possession or control
2 that relate in any manner to the performance of the Work or liability of any person for
3 response actions conducted and to be conducted at the Site, regardless of any corporate
4 retention policy to the contrary. Until 5 years after the Settling Work Defendants' receipt
5 of the EPA's notification pursuant to Paragraph 39 of Section XIII (Certification of
6 Completion), Settling Defendants shall also instruct their contractors and agents to
7 preserve all documents, records, and information of whatever kind, nature or description
8 relating to the performance of the Work.

9 90. At the conclusion of this document retention period, the Settling Defendants
10 shall notify the United States at least ninety (90) days prior to the destruction of any such
11 records or documents, and, upon request by the United States, Settling Defendants shall
12 deliver any such records or documents to the EPA. The Settling Defendants may assert
13 that certain documents, records and other information are privileged under the attorney-
14 client privilege, the joint-defense privilege amongst the Settling Defendants or any other
15 privilege recognized by federal law. If the Settling Defendants assert such a privilege, they
16 shall provide the Plaintiff with the following: (1) the title of the document, record, or
17 information; (2) the date of the document, record, or information; (3) the name and title of
18 the author of the document, record, or information; (4) the name and title of each
19 addressee and recipient; (5) a description of the subject of the document, record, or
20 information; and (6) the privilege asserted by the Settling Defendants. Settling Defendants
21 shall be required to retain all documents over which a privilege has been asserted until the
22 applicability of the privilege is formally determined or the United States waives in writing
23 any interest in the documents to which a privilege has been claimed. However, no
24 documents, reports or other information created or generated pursuant to the
25 requirements of the Consent Decree shall be withheld on the grounds that they are
26 privileged.

27 91. Each Settling Defendant hereby certifies individually that, to the best of its
28 knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded,
destroyed or otherwise disposed of any records, documents or other information relating to
its potential liability regarding the Site since notification of potential liability by the United
States or the State or the filing of suit against it regarding the Site and that it has fully
complied with any and all the EPA requests for information pursuant to Section 104(e) and
122(e) of CERCLA, 42 U.S.C. 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C.
6927 regarding the Site.

XXVI. NOTICES AND SUBMISSIONS

92. Whenever, under the terms of this Consent Decree, written notice is required
to be given or a report or other document is required to be sent by one Party to another, it
shall be directed to the individuals at the addresses specified below, unless those individuals
or their successors give notice of a change to the other Parties in writing. All notices and
submissions shall be considered effective upon receipt, unless otherwise provided. Written
notice as specified herein shall constitute complete satisfaction of any written notice
requirement of the Consent Decree with respect to the United States, the EPA, the Settling
Federal Agency and the Settling Defendants, respectively.

1 As to the United States:

2 Chief, Environmental Enforcement Section
3 Environment and Natural Resources Division
4 U.S. Department of Justice
5 P.O. Box 7611
6 Ben Franklin Station
7 Washington, D.C. 20044-7611
8 Re: DJ #90-11-3-06529

9 and

10 Director, Superfund Division
11 United States Environmental Protection Agency
12 Region 9
13 75 Hawthorne Street
14 San Francisco, CA 94105

15 As to EPA:

16 Michelle Schutz
17 EPA Project Coordinator
18 United States Environmental Protection Agency Region IX
19 75 Hawthorne Street
20 San Francisco, CA 94105

21 As to the Settling Work Defendants:

22 De Maximis
23 Settling Work Defendants' Project Coordinator
24 5225 Canyon Crest Drive, Building 200, Suite 253
25 Riverside, California 92507

26 Boone & Associates
27 Settling Work Defendants' Coordinator
28 901 Corporate Center Drive, Suite 204
Monterey Park, California 91754

21 XXVII. EFFECTIVE DATE

22 93. The effective date of this Consent Decree shall be the date upon which this
23 Consent Decree is entered by the Court, except as otherwise provided herein.
24
25
26
27
28

1 **XXVIII. RETENTION OF JURISDICTION**

2 94. This Court retains jurisdiction over both the subject matter of this Consent
3 Decree and the Settling Defendants for the duration of the performance of the terms and
4 provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to
5 the Court at any time for such further order, direction, and relief as may be necessary or
appropriate for the construction or modification of this Consent Decree, or to effectuate or
enforce compliance with its terms, or to resolve disputes in accordance with Section XIX
(Dispute Resolution) hereof.

6 **XXIX. APPENDICES**

7 95. The following appendices are attached to and incorporated into this Consent
8 Decree:

9 "Appendix A" is the SOW.

10 "Appendix B" is a map of the Phase 1a Area.

11 "Appendix C" is the complete list of the Settling Cash Defendants.

12 "Appendix D" is the complete list of the Settling Work Defendants.

13 "Appendix E" is UAO.

14 "Appendix F" is the complete list of the payment schedules for those certain Settling
Cash Defendants.

15 **XXX. COMMUNITY RELATIONS**

16 96. The Settling Work Defendants shall propose to the EPA their participation
17 in the Community Relations Plan to be developed by the EPA. The EPA will determine the
18 appropriate role for the Settling Work Defendants under the Plan. The Settling Work
19 Defendants shall also cooperate with the EPA in providing information regarding the
20 Work to the public. As requested by the EPA, the Settling Work Defendants shall
participate in the preparation of such information for dissemination to the public and in
public meetings which may be held or sponsored by the EPA to explain activities relating to
the Work.

21 **XXXI. MODIFICATION**

22 97. Schedules specified in this Consent Decree for completion of the Work may
23 be modified by agreement of the EPA and the Settling Work Defendants. All such
modifications shall be made in writing.

24 98. Except as provided in Paragraph 11 (Modification to the SOW or Related
25 Deliverables), no material modifications shall be made to the SOW without written
26 notification to and written approval of the EPA, the Settling Work Defendants, and the
27 Court. Modifications to the SOW that do not materially alter that document may be made
28 by written agreement between the EPA, after providing a reasonable opportunity for
review and comment by the State, and the Settling Work Defendants.

1 99. Nothing in this Consent Decree shall be deemed to alter the Court's power to
2 enforce, supervise or approve modifications to this Consent Decree.

3 **XXXII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT**

4 100. This Consent Decree shall be lodged with the Court for a period of not less
5 than thirty (30) days for public notice and comment in accordance with Section 122(d)(2) of
6 CERCLA, 42 U.S.C. Section 9622(d)(2), and 28 C.F.R. Section 50.7. The United States
7 reserves the right to withdraw or withhold its consent if the comments regarding the
8 Consent Decree disclose facts or considerations which indicate that the Consent Decree is
9 inappropriate, improper, or inadequate. The Settling Work Defendants consent to the
10 entry of this Consent Decree without further notice.

11 101. If for any reason the Court should decline to approve this Consent Decree in
12 the form presented, this agreement is voidable at the sole discretion of any Party and the
13 terms of the agreement may not be used as evidence in any litigation between the Parties.

14 **XXXIII. SIGNATORIES/SERVICE**

15 102. Each undersigned representative of a Settling Defendant to this Consent
16 Decree and the Assistant Attorney General for Environment and Natural Resources of the
17 Department of Justice certifies that he or she is fully authorized to enter into the terms and
18 conditions of this Consent Decree and to execute and legally bind such Party to this
19 Consent Decree.

20 103. Each Settling Defendant hereby agrees not to oppose entry of this Consent
21 Decree by this Court or to challenge any provision of this Consent Decree unless the United
22 States has notified the Settling Defendants in writing that it no longer supports entry of the
23 Consent Decree.

24 104. Each Settling Defendant shall identify, on the attached signature page, the
25 name, address and telephone number of an agent who is authorized to accept service of
26 process by mail on behalf of that Party with respect to all matters arising under or relating
27 to this Consent Decree. The Settling Defendants hereby agree to accept service in that
28 manner and to waive the formal service requirements set forth in Rule 4 of the Federal
Rules of Civil Procedure and any applicable local rules of this Court, including, but not
limited to, service of a summons.

29 SO ORDERED THIS 26th DAY OF Feb, 2000.

30 TERRY J. HATTER, JR.

31 Honorable
32 United States District Judge

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of
2 United States v. Abex Aerospace Division, et al., relating to the Omega Chemical
3 Corporation Superfund Site.

4 FOR THE UNITED STATES OF AMERICA

5 Date:

Lois J. Schiffer 7/7/90
6 LOIS J. SCHIFFER
7 Assistant Attorney General
8 Environment and Natural Resources Division
9 U.S. Department of Justice
10 Washington, D.C. 20530

11 KARL J. FINGERHOOD
12 Trial Attorney
13 Environmental Enforcement Section
14 Environment and Natural Resources Division
15 U.S. Department of Justice
16 P.O. Box 7611
17 Washington, D.C. 20044-7611

Keith Takata
18 KEITH TAKATA
19 Director, Superfund Division
20 U.S. Environmental Protection Agency
21 Region IX
22 75 Hawthorne Street
23 San Francisco, CA 94105

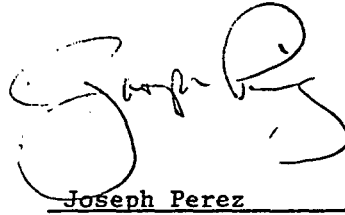
24 DAVID RABBINO
25 Assistant Regional Counsel
26 U.S. Environmental Protection Agency
27 Region IX
28 75 Hawthorne Street
San Francisco, CA 94105

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR ABEX Aerospace Division

6 Date: March 22, 2000



7
8 Joseph Perez

9 [Name - Please Type]

10 Vice President

11 [Title - Please Type]

12 Pneumo Abex Corporation, including
13 Abex Aerospace

14 625 Madison Avenue

15 New York, New York 10022

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: c/o Mafco Consolidated Group Inc.

19 Title: _____

20 Address: Attention: General Counsel

21 35 East 62nd Street

22 New York, New York 10021

23 Tel. Number: (212) 572-8600

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Air Products and Chemicals, Inc.

5
6 Date: 17 March, 2000

7 

8 W. Douglas Brown

9 [Name - Please Type]

10 Vice President,

General Counsel and Secretary

11 [Title - Please Type]

12 Air Products and Chemicals, Inc.

13 7201 Hamilton Boulevard

14 Allentown, PA 18195-1501

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: CT Corporation System

18
19 Title: _____

20 Address: 818 West Seventh Street

21 Los Angeles, CA 90017

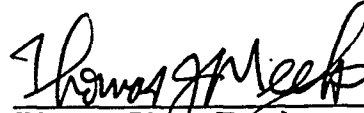
22
23
24 Tel. Number: (213) 627-8252

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Alcoa Electronic Packaging, Inc.

5
6 Date: 30 August, 2000

7
8 
9 [Name - Please Type]

10 Assistant General Counsel
11 [Title - Please Type]

12 Alcoa Inc.

13 201 Isabella Street

14 Pittsburgh, PA 15212
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: David G. Hetzel, Esq.

18 Counsel,
19 Title: LeBoeuf, Lamb, Greene & MacRae, L.L.P.

20 Address: One Gateway Center

21 420 Fort Duquesne Blvd., Suite 1600

22 Pittsburgh, PA 15222-1437

23
24 Tel. Number: (412) 594-2300

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Allied Signal Inc.*

6 Date: 3/21, 2000

7 

8 Theodore A. Fischer
9 [Name - Please Type]

10 Director - Remediation & Evaluation
11 [Title - Please Type] Services

12 101 Columbia Road

13 Morristown, NJ 07962

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Heleen Schiller

18
19 Title: Legal Research Assistant

20 Address: Honeywell International

21 101 Columbia Road

22 Morristown, NJ 07962

23
24 Tel. Number: 973-455-3104

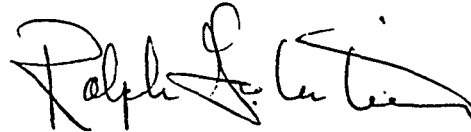
25
26 *n/k/a Honeywell International Inc.

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Alpha Therapeutic Corporation

6 Date: March 23, 2000

7 

8 Ralph Galustian

9 [Name - Please Type]

10 President and C.E.O.

11 [Title - Please Type]

12 2410 Lillyvale Avenue

13 Los Angeles, CA 90032

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Edward Colton

18
19 Title: SR. V.P., General Counsel & C.F.O.

20 Address: 2410 Lillyvale Avenue

21 Los Angeles, CA 90032

22
23
24 Tel. Number: (323) 227-7605

[Name]

Regional Administrator, Region ____
U.S. Environmental Protection Agency

[Address]

[Name]

Assistant Regional Counsel
U.S. Environmental Protection Agency
Region ____

[Address]

United States v. _____
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. _____, relating to the Omega Chemical Corporation Site.

FOR APPLIED MICRO ^{Circuits Corporation} ~~COMPANY, INC.~~

Date: _____

William E. Bendush

[Name - Please Type]

William E. Bendush

[Title - Please Type]

VP & Chief Financial Officer

[Address - Please Type]

6290 Sequence Drive
San Diego, CA 92121-4358

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: [Please Type] DAVID MERSTEN

Title: General Counsel

Address: 6290 Sequence Drive, San Diego, CA 92121-4358

Tel. Number: 858-597-7311

A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

38

DRAFT/CONFIDENTIAL FOR SETTLEMENT
DISCUSSION ONLY/REVISED 7/29/99
OPOG Revision No. 2
LA_DOCS392068.6 [W97]

48

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 
6 FOR Appropriate Technologies II, Inc.

7 Date: MARCH, 24TH, 2000

8
9 Kelly P. McGregor
[Name - Please Type]

10 Vice President of Operations
11 [Title - Please Type]

12 2210 South Azusa Avenue

13 West Covina, CA 91792

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Kelly P. McGregor

18
19 Title: Vp of Ops

20 Address: 2210 S. AZUSA
21 AVE. WEST COVINA CA
22 91792

23
24 Tel. Number: (626) 965 0911 X.353

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Arlon Adhesives & Film

6 Date: March 24, 2000

7 
8 Elmer G. Pruim

9 [Name - Please Type]

10 Vice President, Arlon

11 [Title - Please Type]

12 2811 South Harbor Blvd.

13 Santa Ana, California 92704

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Jim Porter

18
19 Title: Attorney, Holland & Knight, LLP

20 Address: 701 Brickell Avenue

21 Miami, Florida 33131

22
23
24 Tel. Number: 305-789-7747

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Armor All Products Corporation

6 Date: March 7, 2000

7
8 Richard T. Conti

9 [Name - Please Type]

10 Group Vice President

11 [Title - Please Type]

12
13 1221 Broadway

14 Oakland, CA 94623

[Address - Please Type]

15 Agent Authorized to Accept Service on Behalf of Above-signed Party:

16 Name: Patrick M. Meehan

17
18 Title: Assistant General Counsel

19 Address: 1221 Broadway

20 Oakland, CA 94623

21
22
23 Tel. Number: (510) 271-2146

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Avery Dennison

5
6 Date: March 27, 2000

Thomas E. Miller

7
8 Thomas E. Miller
9 [Name - Please Type]

10 Vice President & Controller
11 [Title - Please Type]

12 Avery Dennison

13 150 North Orange Grove Boulevard

14 Pasadena, California 91103

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: CSC Lawyers Incorporating Service

18
19 Title: _____

20 Address: 2730 Gateway Oaks Drive

21 Suite 100

22 Sacramento, CA 95833

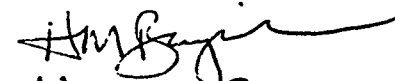
23
24 Tel. Number: _____

1 United States v. Abex Aerospace Division. et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR BASF Corporation/BASF
6 Structural Materials

7 Date: 3/27/00, 2000

8 
9 Harry M. Brumgar
10 [Name - Please Type]

11 Counsel
12 [Title - Please Type]
13 BASF Corporation
14 3000 Continental Drive No.

15 Mt Olive NJ 07828

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Office of the General Counsel

19 Title: _____

20 Address: BASF Corporation
21 3000 Continental Drive No
22 Mt Olive NJ 07828-1234

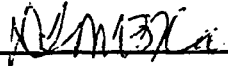
23 Tel. Number: 973-426-3200

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 Baxter Healthcare Corporation
5 FOR Baxter/Bentley Labs

6 Date: March 24, , 2000

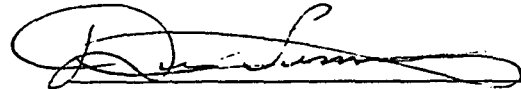
7
8  P.E.
9 David C. McKee
10 Corporate Vice President
11 Deputy General Counsel
12 One Baxter Parkway
13 DF1-2A
14 Deerfield, IL 60015

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: CT Corporation
18
19 Title: _____
20 Address: 818 W 7th St.
21 Los Angeles, CA
22 90017
23
24 Tel. Number: _____
25
26
27
28

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Abex Aerospace Division, et al., relating to the Omega Chemical Corporation Site.

FOR The Boeing Company
(sued as Rockwell International Corporation)



Dan Summers
Chief Counsel
The Boeing Company
PO Box 3707, MS 13-08
Seattle, WA 98124-2207

Agent Authorized to Accept Service on Behalf of Above-signed Party:

CSC/United States Corporation Company
2730 Gateway Oaks Drive
Suite 100
Sacramento, CA 95833

General Counsel
The Boeing Company
PO Box 3707, MS 13-08
Seattle, WA 98124-2207

Contact Person:

David L. Cohen
Counsel
The Boeing Company
PO Box 2515, MS WSB33
Seal Beach, CA 90740-1515
562-797-1018

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR Bonanza Aluminum Corp.

7 Date: March 10, 2000

Raymond J. Avendt

8 Raymond J. Avendt
9 [Name - Please Type]

10 Consultant
11 [Title - Please Type]

12 c/o The Marmon Group, Inc.

13 225 W. Washington Street

14 Chicago, IL 60606
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: same as above

18
19 Title: _____

20 Address: _____

21 _____

22 _____

23
24 Tel. Number: _____

25 _____

26 _____

27 _____

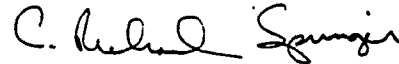
28 _____

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Pages.

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 Borden, Inc.
6 FOR MCP Foods

7 Date: MARCH 20, 2000

8 

9 C. Richard Springer
10 [Name - Please Type]

11 Director of Environmental Affairs
12 [Title - Please Type]

13 Borden, Inc.

14 180 East Broad Street

15 Columbus, OH 43215

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Judith M. Praitis, Esq.

19
20 Title: Partner

21 Address: 555 West Fifth Street

22 Suite 4000

23 Los Angeles, CA 90013

24 Tel. Number: (213) 896-6637

1 **United States v. Abex Aerospace Division, et al.**
2 **Consent Decree Signature Page**

3 **THE UNDERSIGNED PARTY enters into this consent Decree in the matter of United**
4 **States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.**

5 **FOR Bourns, Inc.**

6 **Date:** March 20, 2000

7 

8 Gordon L. Bourns
9 **[Name - Please Type]**

10 Chairman of the Board and President
11 **[Title - Please Type]**

12 Bourns, Inc.

13 1200 Columbia Avenue

14 Riverside, California 92507
15 **[Address - Please Type]**

16 **Agent Authorized to Accept Service on Behalf of Above-signed Party:**

17 **Name:** **Office of General Counsel**
18 **Address:** **1200 Columbia Avenue**
Riverside, California 92507

19 **Phone:** **(909) 781-5263**
20 **Fax:** **(909) 781-5038**

21 **Email:** bob_kubacki@bourns.com

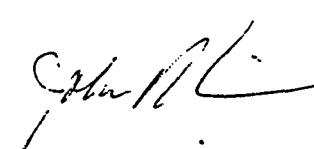
22 **Copy to:** **Sandra S. Ikuta, Esq.**
23 **O'Melveny & Myers LLP**
24 **400 South Hope Street**
25 **Los Angeles, California 90071**
26 **Phone:** **(213) 430-6452**
27 **Fax:** **(213) 430-6407**
28 **Email:** **sikuta@omm.com**

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Broadway Stores, Inc.

6 Date: November 1, 2000

7 
8 John R. Sims

9 [Name - Please Type]

10 Vice President and Secretary

11 [Title - Please Type]

12 Broadway Stores, Inc.

13 7 West Seventh Street

14 Cincinnati, OH 45202

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Carol Hecht Katz

18 Divisional Vice President

19 Title: and Assistant General Counsel

20 Federated Department Stores, Inc.

21 Address: Western Region Law Department

22 P.O. Box 7888, Internal Box 47

23 San Francisco, CA 94102

24 Tel. Number: (415) 984-7168

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR California Dept. of Transportation

6 Date: March 24, 2000

7 

8 [Name - Please Type]

9 ALLAN H. HENDRIX

10 [Title - Please Type]

11 Deputy Director, Planning

12 1120 N Street

13 Sacramento, CA 95814

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: ROBERT W. GIESS

18 Chief, Environmental Engineering

19 Title:

20 Address: P.O. Box 942874

21 Sacramento, CA 94274-0001

22
23
24 Tel. Number: 916-653-7876

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Calsonic Climate Control, Inc.
6 (Now Calsonic North America, Inc.)

7 Date: MARCH 15, 2000

Reid I. Armstrong

8 Reid I. Armstrong

9 [Name - Please Type]

10 Vice President & General Manager

11 [Title - Please Type]

12 Calsonic North America, Inc.

13 9 Holland

14 Irvine, CA 92618

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Mark A. McLean

18 Title: Attorney

19 Address: Arter & Hadden

20 5959 Topanga Canyon Blvd., Suite 244

21 Woodland Hills CA 91367

22 Tel. Number: (818) 596-2223

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Canon Business Machines, Inc.

6 Date: 3/28, 2000

David S. Shipman

8 DAVID S. SHIPMAN
9 [Name - Please Type]

10 SR-DIRECTOR, ADMINISTRATION
11 [Title - Please Type]

12 3191 RED HILL AV.

13 COSTA MESA, CA 92626

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name:

SAME

18
19 Title:

20 Address:

21
22
23
24 Tel. Number:

714 433 8702

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Chase Bag

6 Date: August 31, 2000



8 Eric G. Johannessen

9 [Name - Please Type]

10 Senior Counsel - Environment, Health & Safety

11 [Title - Please Type]

12 6400 Poplar Avenue

13 Memphis, TN 38197

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Eric G. Johannessen

18
19 Title: Senior Counsel - Environment, Health & Safety

20 Address: 6400 Poplar Avenue

21 Memphis, TN 38197

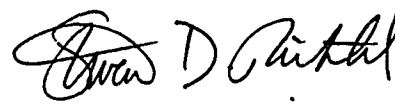
22
23
24 Tel. Number: 901-763-6156

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Chemical Waste Management, Inc.

5
6 Date: March 10, 2000



7
8 Steven D. Richtel
9 [Name - Please Type]

10 Director, Closed Sites
11 [Title - Please Type]

12 Waste Management

13 3900 South Wadsworth Blvd., Suite 620

14 Lakewood, Colorado 80235
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Steven D. Richtel

18
19 Title: Director, Closed Sites

20 Address: Waste Management

21 3900 South Wadsworth Blvd., Suite 620

22 Lakewood, Colorado 80235

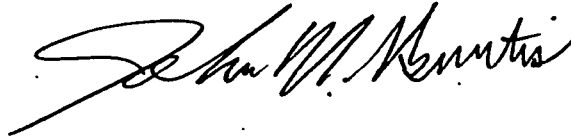
23
24 Tel. Number: (303) 914-1454

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Cherokee International, Inc.

5
6 Date: March 6, 2000



8 John M. Burtis

9 [Name - Please Type]

10 Director, Claims and Litigation

11 [Title - Please Type]

12 c/o United Dominion Industries, Inc.

13 2300 One First Union Center

14 301 S. College Street
Charlotte, North Carolina 28202-6039

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: R. Thomas Peterson

18
19 Title: Attorney

20 Address: 611 Anton Blvd #120
21 Costa Mesa, Cal 92626

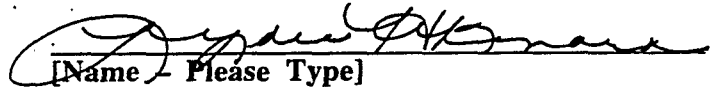
22
23
24 Tel. Number: (714) 662-7740

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR City of Los Angeles, Department of
6 Airports

7 Date: April 12, 2000

8 
9 [Name - Please Type]

10 LYDIA H. KENNARD

11 [Title - Please Type]

12 EXECUTIVE DIRECTOR

13 1 WORLD WAY

14 LOS ANGELES, CA 90045-5803

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: MAURICE LAHAM

18 Title: AIRPORT ENVIRONMENTAL MANAGER

19 Address: 1 WORLD WAY, RM. 219

20 LOS ANGELES, CA

21 90045

22 Tel. Number: (310) 646-7614

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR City of Santa Maria

7 Date: March 27, 2000

8
9 
[Name - Please Type]

10 Paul J. Karp

[Title - Please Type]

11 Public Works Director

12 810 West Church Street

13 Santa Maria, CA 93458

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: _____

18
19 Title: City Clerk, City of Santa Maria

20 Address: 110 East Cook Street

21 Santa Maria, CA 93454

22
23
24 Tel. Number: (805) 925-0951

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR County of Los Angeles

6 Date: 7/18, 2000

7 *for* John M. Daven
8 DAVID E. JANSSEN

9 [Name - Please Type]

10 Chief Administrative Officer

11 [Title - Please Type]

12 713 Kenneth Hahn Hall of Administration

13 500 West Temple Street

14 Los Angeles, California 90012

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: PETER J. GUTIERREZ

18 Title: Senior Deputy County Counsel

19 Address: 652 Kenneth Hahn Hall of Administration

20 500 West Temple Street

21 Los Angeles, California 90012

22 Tel. Number: (213) 974-1857

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR Crosby & Overton, Inc.

7 Date: MARCH 24, 2000

8 

9 MICHAEL A. SHLOB

10 [Name - Please Type]

11 EXECUTIVE VICE PRESIDENT

12 [Title - Please Type]

13 1610 WEST 17TH STREET

14 LONG BEACH, CA 90813

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: same as above

18
19 Title:

20 Address:

21
22
23
24 Tel. Number:

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

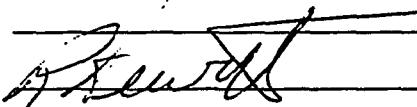
3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR Datatronics Romoland, Inc.

7 Date: March 3, 2000

8 Richard P. Hewitt
9 [Name - Please Type]

10 V.P./G.M.
11 [Title - Please Type]

12 
13 28151 Highway 74, Romoland, CA 92585
14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Mark Robinson
18
19 Title: Datatronics Romoland, Inc.
20
21 Address: 28151 Highway 74
22 Romoland, CA 92585

23
24 Tel. Number: (909) 928-7700
25
26
27
28

1 *United States v. Abex Aerospace Division, et al.*
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter of *United States*
4 *v. Abex Aerospace Division, et al.* relating to the Omega Chemical Corporation Site.


5 FOR Deutsch Engineered Connecting Devices
6 A California corporation
7 (and on behalf of respondents to EPA's Unilateral Administrative
8 Order 95-15 Deutsch Co. Electronic Components and Deutsch Ind.
9 Prod. Div., and recipient of EPA's April 1, 1999 Special Notice
10 letter Deutsch Company)

11 Dated: March 24, 2000


12 William E. Holler
13 Treasurer, Deutsch Engineered Connecting Devices
14 2444 Wilshire Blvd., Suite 600
15 Santa Monica, CA 90403

16 FOR Deutsch GAV
17 A California corporation
18 (formerly Deutsch Fastener Corp.)

19 Dated: March 24, 2000


20 William E. Holler
21 Secretary/Treasurer, Deutsch GAV
22 2444 Wilshire Blvd., Suite 600
23 Santa Monica, CA 90403

24 Agent Authorized to Accept Service on Behalf of Above-Signed Parties:

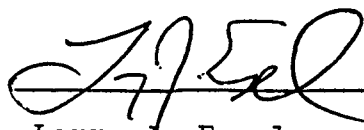
25 Carl Deutsch
26 Chairman
27 Deutsch Engineered Connecting Devices
28 2444 Wilshire Boulevard, Suite 600
Santa Monica, CA 90403
(310) 453-0055

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR DISNEYLAND CENTRAL PLANT

6 Date: 9/5, 2000

7 
8

9 Larry J. Engel

10 [Name - Please Type]

Sempra Energy Solutions
11 VP-Facilities Operations

12 [Title - Please Type]

In Care of Sempra Energy:
13 101 Ash Street

14 San Diego, CA 92101

15 [Address - Please Type]¹

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: _____

18 Title: _____

19 Address: _____

20 _____

21 _____

22 Tel. Number: _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Dow Chemical Company

6 Date: March 29, 2000

8 Chuck Van Metre

9 [Name - Please Type]
Manager-Environmental Assessments
10 & Remediation-North America/Latin America

11 [Title - Please Type]

12 2301 Brazosport Blvd.. OC-708

13 Freeport, TX 77541-3257

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Brent W. Schindler

18
19 Title: Counsel

20 Address: 2020 Dow Center
21 Midland, MI 48674

22
23
24 Tel. Number: (517) 636-6458

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR FHL Group

6 Date: 03.26., 2000



8 HANK HARPER

9 [Name - Please Type]

10 PRESIDENT

11 [Title - Please Type]

12 2005 PASEO DEL SOL

13 PALOS VERDES ESTATES

14 CA. 90274

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: HANK HARPER

18 Title: PRESIDENT

19 Address: SAME AS ABOVE

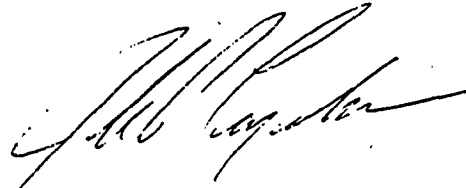
20
21
22
23
24 Tel. Number: 310.791.5606

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Pages.

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 Firmenich Incorporated
6 FOR MCP Foods

7 Date: March 24, 2000, 2000



9 John P. Layendecker

10 [Name – Please Type]

11 Corporate Secretary/Director

12 [Title – Please Type]

13 P.O. Box 5880

14 Princeton, NJ 08543-5880

15 [Address – Please Type]

16
17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Judith M. Praitis, Esq.

19
20 Title: Partner

21 Address: 555 West Fifth Street

22 Suite 4000

23 Los Angeles, CA 90013

24 Tel. Number: (213) 896-6637

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FORENCO, INC.
6 FOR Federal Envelope

7 Date: 23 March, 2000

8 By: John S. Sobota *JS*
9 *RS*

10 John Sobota
11 [Name - Please Type]

12 Vice President
13 [Title - Please Type]

14 222 N. LaSalle St

15 Suite 1000

16 Chicago, Illinois 60601
17 [Address - Please Type]

18 Agent Authorized to Accept Service on Behalf of Above-signed Party:

19 Name: David M. Rubin, Esq.
20 Gould & Ratner

21 Title: Secretary

22 Address: 222 N. LaSalle St.

23 Suite 800

24 Chicago, Illinois 60601

25 Tel. Number: (312) 236-3003
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

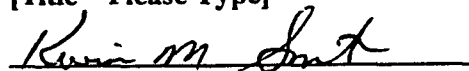
3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR Gambro, Inc.

7 Date: April 6, 2000

8
9 Kevin M. Smith
[Name - Please Type]

10 President
[Title - Please Type]

11 

12 10810 W. Collins Avenue

13 Lakewood, CO 80215
14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Warren Mauter

18
19 Title: Gambro Group Manager

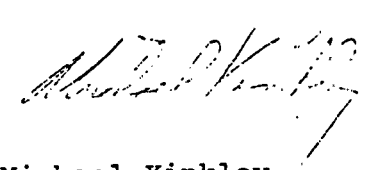
20 Address: 10810 W. Collins Avenue
21 Lakewood, CO 80215

22
23
24 Tel. Number: 303-231-4488

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR GATX Terminals Corporation

6 Date: August 31, 2000

7 
8 Michael Kinkley

9 [Name - Please Type]

10 Director, Environmental Remediation

11 [Title - Please Type]

12 GATX Corporation

13 500 W. Monroe

14 Chicago, IL 60661

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Laura Carroll, Esq.

18 Title: Attorney

19 Address: Tuttle & Taylor

20 355 South Grand Ave., Floor 40

21 Los Angeles, CA 90071

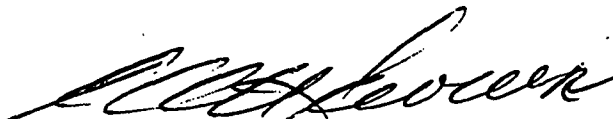
22 Tel. Number: 213 683-0600

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR General Dynamics Corporation

6
7 Date: 3/23, 2000



8
9 David A. Savner

[Name - Please Type]

10 Senior Vice President and General Counsel

11 [Title - Please Type]

12 General Dynamics Corporation

13 3190 Fairview Park Drive

14 Falls Church, VA 22042

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: David A. Savner

18
19 Title: Senior Vice President and General Counsel

20 Address: General Dynamics Corporation

21 3190 Fairview Park Drive

22 Falls Church, VA 22042

23 Tel. Number: 703/876-3010

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR George Industries


7 Date: March 10, 2000

8
9 Claire G. Gering
[Name - Please Type]

10 Chief Operating Officer
11 [Title - Please Type]

12 4116 Whiteside Street

13 Los Angeles, CA 90063

14 
[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: (same as above)

18
19 Title: _____

20 Address: _____

21
22 _____

23
24 Tel. Number: 323/264-6660

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Golden West Refining Company

6 Date: 4.3., 2000

7
8 Moshe Sassover

9 [Name - Please Type]

10 Senior Vice President

11 [Title - Please Type]

12 
13 13539 E. Foster Road

14 Santa Fe Springs, CA 90670

[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Barry W. Berkett

18
19 Title: Executive Vice President

20 Address: 13539 E. Foster Road

21 Santa Fe Springs, CA 90670

22
23
24 Tel. Number: (562) 921-3581

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Great Western Chemical Company

6 Date: 3/15, 2000

7
8 
D. A. Kieffer

9 [Name - Please Type]

10 Secretary-Treasurer

11 [Title - Please Type]

12 Great Western Chemical Company

13 808 SW 15th Avenue

14 Portland, OR 97205

[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Lee Zimmerli

18
19 Title: Risk Manager

20 Address: Great Western Chemical

21 808 SW 15th Avenue

22 Portland, OR 97205

23
24 Tel. Number: 503-228-2600

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR GSF Energy L.L.C., successor to
6 GSF Energy, Inc.

7 Date: MARCH 20, 2000

Dan Bonk 3/20/00

8
9 Mr. Dan Bonk

10 [Name - Please Type]

11 Manager

12 [Title - Please Type]

13 LFG Management Services L.L.C.
14 Cherrington Corporate Center

15 400 Fairway Drive, Suite 150

16 Moon Township, PA 15108
17 [Address - Please Type]

18 Agent Authorized to Accept Service on Behalf of Above-signed Party:

19 Name: CT Corporation System

20 Title: _____

21 Address: 818 West Seventh Street

22 Los Angeles, CA 90017

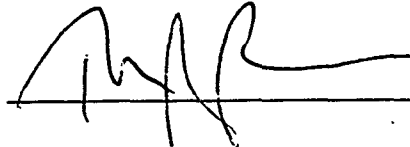
23
24 Tel. Number: (213) 627-8252
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR Gulfstream Aerospace Corporation

7 Date: March 23, 2000



8 Thomas M. Ramee
9 [Name - Please Type]

10 Deputy General Counsel
11 [Title - Please Type]

12 500 Gulfstream Road

13 Savannah, Georgia 31407

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Thomas M. Ramee

18
19 Title: Deputy General Counsel

20 Address: 500 Gulfstream Road

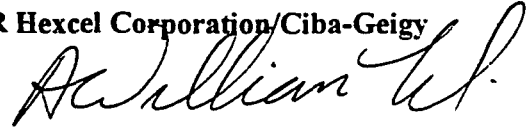
21 Savannah, Georgia 31407

22
23
24 Tel. Number: 912-965-3790

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Hexcel Corporation/Ciba-Geigy



6 Date: March 30, , 2000

7
8 A. William Nosil

9 [Name - Please Type]

10 Director, Corporate Environmental
11 [Title - Please Type] Engineering

12 5794 W. Las Positas Blvd.

13 Pleasanton, CA 94588

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: same as above

19
20 Title: _____

21 Address: _____

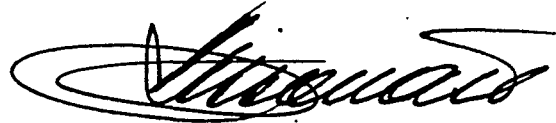
22
23
24 Tel. Number: _____

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 Hilton Hotels Corporation for
6 FOR LA Airport Hilton & Towers

7 Date: 3/24, 2000



9 [Name - Please Type]

10 Hilmar A. Rosenast

11 [Title - Please Type]

12 Senior Vice President &
13 Executive Vice President, Select Hotels
14 Hilton Hotels Corporation
15 9336 Civic Center Drive
16 Beverly Hills, CA 90210

17 [Address - Please Type]

18 Agent Authorized to Accept Service on Behalf of Above-signed Party:

19 Name: Jeffrey M. Judd, Esq.

20 Title: Attorney

21 Address: O'Melveny & Myers LLP
22 275 Battery Street,
23 Suite 2600
24 San Francisco, CA 94111

25 Tel. Number: 415-984-8913

[Name]

Regional Administrator, Region ____
U.S. Environmental Protection Agency

[Address]

[Name]

Assistant Regional Counsel
U.S. Environmental Protection Agency
Region ____

[Address]

United States v. _____
Consent Decree Signature Page

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. _____, relating to the Omega Chemical Corporation Site.

FOR Hitachi Home Electronics (America), Inc.

Date: September 7, 2000

Joseph D. Smallwood
Joseph D. Smallwood
Corporate Counsel

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: John J. Lormon, Esq.

Title: Attorney for Hitachi Home Electronics (America), Inc.

Address: 530 B Street, Suite 2100, San Diego, CA 92101

Tel. Number: 619-238-1900

A separate signature page must be signed by each corporation, individual or other legal entity that is settling with the United States.

38

DRAFT/CONFIDENTIAL FOR SETTLEMENT
DISCUSSION ONLY/REVISED 7/29/99
OPOG Revision No. 2
LA_DOCS392068.6 [W97]

87

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR HITCO Materials Division

5
6 Date: September 5, 2000

7 Richard M. Frankoski
8 Richard M. Frankoski

9 [Name - Please Type]

10 Manager, Environmental Properties

11 [Title - Please Type]

12 BP America Inc. (Hitco Materials Div

13 4850 E. 49th St., MBC3-145

14 Cuyahoga Hts., OH 44125

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Cheryl A. Foerstner

18
19 Title: Paralegal

20 Brouse Mc Dowell
21 Address: 1001 Lakeside Ave. Suite 1600
22 Cleveland, Ohio 44114

23
24 Tel. Number: (216)830-6830
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Honeywell Inc./Sperry

Theodore A. Fischer

6 Date: March 14, 2000

7
8 Theodore A. Fischer
9 [Name - Please Type]

10 Director - Remediation & Evaluation
11 [Title - Please Type] Services

12 Honeywell International

13 101 Columbia Road

14 Morristown, NJ 07962

[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Carl Meier

18
19 Title: Assistant General Counsel

20 Address: Honeywell Plaza

21 P.O. Box 524

22 Minneapolis, MN 55408-1792

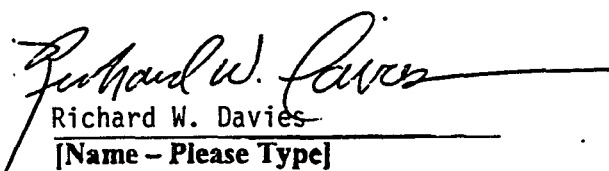
23
24 Tel. Number: 612-951-0571

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Hubbell, Inc. and Marvin Electric
6 Mfg. Co., Inc.

7 Date: March 27, 2000

8 
9 Richard W. Davies

10 [Name - Please Type]

11 Vice President, Secretary and General Counsel

12 [Title - Please Type]

13 584 Derby Milford Road

14 Orange, CT 06477-4024

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Richard W. Davies

18 Title: Vice President, Secretary and General Counsel

19 Hubbell Incorporated

20 Address: 584 Derby Milford Road

21 Orange, CT. 06477-4024

22
23
24 Tel. Number: (203) 799-4231

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Huck Manufacturing Company

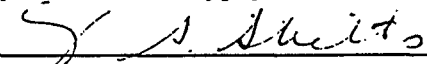
6 Date: March 24, 2000

7
8 Nancy S. Shilts

9 [Name - Please Type]

10 Associate General Counsel - Federal-Mogul Corp.

11 [Title - Please Type]

12 

13 26555 Northwestern Highway

14 Southfield, MI 48034

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Nancy S. Shilts

18
19 Title: Associate General Counsel- Federal-Mogul Corp.

20 Address: 26555 Northwestern Highway

21 Southfield, MI 48034

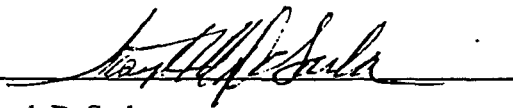
22
23
24 Tel. Number: 248-354-8841

1. United States v. Abex Aerospace Division, et al.
2. Consent Decree Signature Page
3.
4.

5. THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
6. States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.
7.
8.

9. Hughes Space and Communications Company

10. Date: March 23, 2000

11. by: 
12. Joesph DeSarla
13. Sr. Vice President Operations
14.
15.
16.
17.
18.

19. Agent Authorized to Accept Service on Behalf of Above-signed Party:
20.

21. Name: Alan Topol of Covington and Burling
22.

23. Title: _____
24.

25. Address: 1201 Pennsylvania Avenue, N.W.
26. Washington DC 20044-7566
27. _____
28. _____

Tel. Number: (202) 662-6000

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Huntington Park Rubber Stamp

6 Date: 4-21, 2000

7 *Kevin McCluskey*

8 KEVIN G. MCCLUSKEY

9 [Name - Please Type]

10 Attorney at Law

11 [Title - Please Type]

12 Waters, McCluskey & Boehle

13 3250 Ocean Park Blvd, Ste 300

14 Santa Monica, CA 90405

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Bob Barlam

18 Title: Vice President

19 Address: Huntington Park Rubber Stamp

20 2761 E. Slauson Avenue

21 Huntington Park, CA 90255

22 Tel. Number: (323) 582-6461

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 ~~FOR HEXFET AMERICA~~

6 International Rectifier Corporation, for
7 itself and its facility, HEXFET America

8 Date: March 23, 2000

9 

10 L. Michael Russell

11 [Name - Please Type]

12 Executive Vice President & Secretary

13 [Title - Please Type]

14 International Rectifier Corporation
15 233 Kansas Street

16 El Segundo, CA 90245

17 [Address - Please Type]

18 Agent Authorized to Accept Service on Behalf of Above-signed Party:

19 Name: Paul E. Mosley, Esq.

20 Title: Attorney at Law

21 Address: O'Melveny & Myers LLP
22 600 Newport Center Drive

23 17th Floor

24 Newport Beach, CA 92660

25 Tel. Number: 949-823-6906

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Jan-Kens Enameling Company

6 Date: March 10, 2000

7
8 G.V. Little
9 [Name - Please Type] G.V. LITTLE

10 President

11 [Title - Please Type]

12 Jan-Kens Enameling Co.

13 715 E. Cypress

14 Monrovia, CA 91016

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: WAYNE A. BUTTERFIELD

18
19 Title: Attorney at Law

20 Address: c/o Arkley, Butterfield & Schmitt

21 33 E. Huntington Drive

22 Arcadia, CA 91006

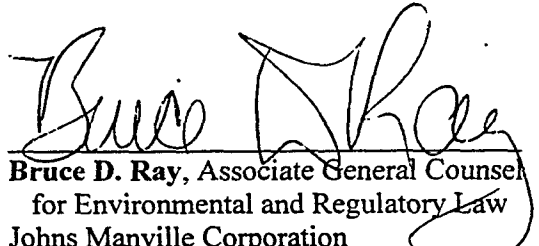
23
24 Tel. Number: (626) 447-8161

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page
3

4 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
5 States v. Abex Aerospace Division, *et al.* Relating to the Omega Chemical Corporation
6 Site.
7

8
9 Johns Manville International, Inc. (f/k/a Schuller
10 International, Inc., and Manville Sales Corporation)
11 (Celite Corporation)
12

13
14 September 28, 2000
15

16
17 
18 Bruce D. Ray, Associate General Counsel
19 for Environmental and Regulatory Law
20 Johns Manville Corporation
21 717 17th Street (80202)
22 P.O. Box 5108
23 Denver, Colorado 80217-5108
24 303/978-3527
25 303/978-2832 (fax)
26

27
28 Agent authorized to accept service on behalf of above-signed Party:
29

30 Bruce D. Ray, Associate General Counsel
31 for Environmental and Regulatory Law
32 Johns Manville Corporation
33 717 17th Street (80202)
34 P.O. Box 5108
35 Denver, Colorado 80217-5108
36 303/978-3527
37 303/978-2832 (fax)
38
39
40
41
42
43
44
45
46

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR K.C. Photo Engraving Co.

6 Date: March 21, 2000

7
8 Michael Curley
9 [Name - Please Type]

10 President
11 [Title - Please Type]

12 K.C. Photoengraving Co.

13 2666 E. Nina Street

14 Pasadena, CA 91107
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Michael Curley

18
19 Title: President

20 Address: 2666 E. Nina Street

21 Pasadena, CA 91107

22
23
24 Tel. Number: (626)795-4127

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Kester Solder Division, Litton Systems, Inc.

6 Date: 07 March, 2000

7 

8 Scott Nease

9 [Name - Please Type]

10 Assistant Treasurer of Litton Systems, Inc.

11 [Title - Please Type]

12 Kester Solder Div. of

13 Litton Systems, Inc.

14 515 E. Touhy Avenue

15 Des Plaines, IL 60018

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Jill M. Palmer

19 Title: Senior Environmental Counsel

20 Litton Industries, Inc.
21 Address: 1725 Jefferson Davis Highway, #601
22 Arlington, VA 22202

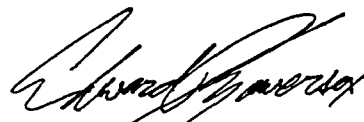
23
24 Tel. Number: 703-413-3918
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR Kimberly Clark Corp.

7 Date: March 23, 2000

8 

3-23-00

9 Edward J. Bowersox

10 [Name - Please Type]

11 Mill Manager, Fullerton Mill

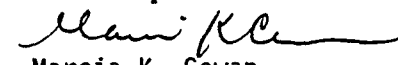
12 [Title - Please Type]

13 2001 E. Orangethorpe Avenue,

14 Fullerton, CA 92831

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 
18 Name: Marcia K. Cowan

19 Title: Counsel

20 Address: 1400 Holcomb Bridge Road
21 Roswell, GA 30076-2199

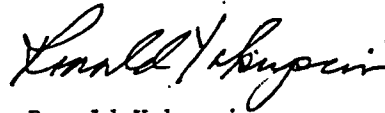
22
23
24 Tel. Number: (770) 587-7254

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Kolmar Laboratories, Inc.

6 Date: March 7, 2000

7 

8 Ronald Yakupcin

9 [Name - Please Type]

10 Vice President Technical & Regulatory

11 [Title - Please Type]

12 King Street

13 PO Box 1111

14 Port Jervis, NY 12771

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Ronald Yakupcin

18 Title: Vice President Technical & Regulatory

19 Address: King Street - PO Box 1111

20 Port Jervis, NY 12771

21 Tel. Number: 914-856-5311

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6 FOR LA County MTA/So. California RTD

7 Date: MARCH 27, 2000

8 Ronald W. Stamm

9 RONALD W. STAMM

10 [Name - Please Type]

11 SENIOR DEPUTY COUNTY COUNSEL

12 [Title - Please Type]

13 OFFICE OF THE COUNTY COUNSEL

14 ONE GATEWAY PLAZA, 24TH FLOOR

15 LOS ANGELES, CA 90012

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: RONALD W. STAMM

19 Title: SENIOR DEPUTY COUNTY COUNSEL

20 Address: OFFICE OF THE COUNTY COUNSEL

21 ONE GATEWAY PLAZA, 24TH FLOOR

22 LOS ANGELES, CA 90012

23
24 Tel. Number: (213) 922-2525

25
26
27
28 ATTACHMENT


101

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Loma Linda University

6 Date: March 15, 2000

7 

8 Donald G. Pursley

9 [Name - Please Type]

10 Vice President for Financial Affairs

11 [Title - Please Type]

12 Loma Linda University

13 Loma Linda, CA 92350

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Kent A. Hansen
Clayson, Mann, Yaeger & Hansen

18
19 Title: Legal Counsel

20 Address: 601 S. Main Street
Corona, CA 92882

21
22
23
24 Tel. Number: (909) 737-1910

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Luxfer USA Limited
6 by British Alcan Aluminium plc



7 Date: September 7, 2000, 2000

8 Geoff Barr
9 [Name - Please Type]

10 Director, British Alcan Aluminium. plc
11 [Title - Please Type]

12 Alcan Aluminum Corporation

13 6060 Psarkland Blvd

14 Mayfield Heights, OH 44124-4185
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: John C. Tillman, Esq.

18
19 Title: Associate Counsel
20 Alcan Aluminum Corporation

21 Address: 6060 Parkland Blvd
22 Mayfield Heights, Oh 44124-4185

23
24 Tel. Number: 440-423-6805

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Mattel, Inc.

5
6 Date: March 27, 2000

7 
[Signature]

8 Robert Normile
9 [Name - Please Type]
10 Senior Vice President,
General Counsel & Secretary
11 [Title - Please Type]

12 Mattel, Inc.

13 333 Continental Blvd.

14 El Segundo, CA 90245
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Robert Normile

18 Senior Vice President,
19 Title: General Counsel & Secretary

20 Address: Mattel, Inc.

21 333 Continental Blvd.

22 El Segundo, CA 90245

23
24 Tel. Number: (310) 252-3615


1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR Maxwell Technologies, Inc.

Date: March 15, 2000


[Name - Please Type]

Donald M. Roberts
[Title - Please Type]

General Counsel & Secretary
Maxwell Technologies, Inc.
9275 Sky Park Ct.
San Diego, CA 92123
[Address - Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Dean Charles

Title: Corporate EH&S Manager

Address: Maxwell Technologies, Inc.
9275 Sky Park Ct.
San Diego, CA 92123

Tel. Number: (858) 576-7639

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR The May Department Stores Company

5
6 Date: March 27, 2000

7
8 Alan Charlson
9 [Name - Please Type] Alan E. Charlson

10 Senior Vice President & Chief
11 [Title - Please Type] Counsel

12 611 Olive Street, Suite 1750

13 St. Louis, MO 63101

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: C.T. Corporation System

18
19 Title: _____

20 Address: 818 West Seventh Street

21 Los Angeles, CA 90017

22
23
24 Tel. Number: 213-614-9347

25
26
27
28
106

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v. Abex Aerospace Division, et al., relating to the Omega Chemical Corporation Site.

FOR McDonnell Douglas Helicopter Company,
a wholly-owned subsidiary of
McDonnell Douglas Corporation,
a wholly-owned subsidiary of
The Boeing Company



Dan Summers
Chief Counsel
The Boeing Company
PO Box 3707, MS 13-08
Seattle, WA 98124-2207

Agent Authorized to Accept Service on Behalf of Above-signed Party:

CSC/United States Corporation Company
2730 Gateway Oaks Drive
Suite 100
Sacramento, CA 95833

General Counsel
The Boeing Company
PO Box 3707, MS 13-08
Seattle, WA 98124-2207

Contact Person:

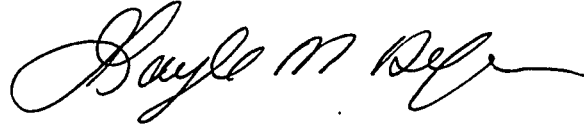
David L. Cohen
Counsel
The Boeing Company
PO Box 2515, MS WSB33
Seal Beach, CA 90740-1515
562-797-1018

1 United States v. Abex Aerospace Division. et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division. et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Medeva Pharmaceuticals CA, Inc.
(f/k/a MD Pharmaceutical Inc.)

6
7 Date: Mar 22, 2000



8
9 Gayle M. Deflin
[Name - Please Type]

10 President
[Title - Please Type]

11 Medeva Pharmaceuticals CA, Inc.

12 3501 W. Garry Avenue

13 Santa Ana, CA 92704
[Address - Please Type]

14
15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: Becky L. Jolin

19 Title: Special Counsel

20
21 Address: Holme Roberts & Owen LLP
22 1700 Lincoln Street, Suite 4100
23 Denver, CO 80203

24 Tel. Number: 303/861-7000
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Metropolitan Water District
5 of Southern California

6
7 Date: 3/31, 2000

8
9 Approved as to Form:

10
11 N. Gregory Taylor
12 General Counsel

Ronald R. Gastelum

Ronald R. Gastelum

[Name - Please Type]

General Manager

[Title - Please Type]

Metropolitan Water District
of Southern California

P.O. Box 54153

Los Angeles, CA 90054-0153
[Address - Please Type]

13
14
15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: Dawn Chin

19
20 Title: Executive Secretary

Metropolitan Water District
of Southern California

21 Address: _____

P.O. Box 54153

Los Angeles, CA 90054-0153

22
23
24 Tel. Number: (213) 217-6000

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR MICO West

6 Date: MARCH 20, 2000

Brent McGrath

8 BRENT MCGRATH
9 [Name - Please Type]

10 SECRETARY/TREASURER
11 [Title - Please Type]

12 1911 LEE BOULEVARD

13 NORTH MANKATO MN 56003
14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: BRENT MCGRATH

18
19 Title: SECRETARY / TREASURER

20 Address: 1911 LEE BOULEVARD

21 NORTH MANKATO MN 56003

22
23
24 Tel. Number: (507) 625-6426

25
26
27
28
110

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 MINNESOTA MINING AND MANUFACTURING COMPANY
6 FOR 3M/Riker Labs/Camarillo Storage

7 Date: March 16, 2000

8 
9 Robert A. Paschke

10 [Name - Please Type]

11 Manager,

12 Corporate Environmental Programs

13 [Title - Please Type]

14 P O Box 33428

15 St. Paul, MN 55133-3428

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Brian H. Davis

19 Title: Sr. Counsel

20 Address: P O Box 33428

21 St. Paul, MN 55133-3428

22 Tel. Number: 651/733-5553

23
24
25
26
27
28
///

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Montgomery Tank Lines, Inc.

6 Date: March 22, 2000

Robert Kasak

7
8 Robert Kasak

9 [Name - Please Type]

10 General Counsel

11 [Title - Please Type]

12 3802 Corporex Park Drive

13 Suite 200

14 Tampa, Florida 33619

[Address - Please Type]

15 Agent Authorized to Accept Service on Behalf of Above-signed Party:

16 Name: same as above

17 Title: _____

18 Address: _____

19 _____

20 _____

21 _____

22 Tel. Number: _____

23 _____

24 _____

25 _____

26 _____

27 _____

28 _____

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR NI Industries, a division of TriMas,
6 a wholly owned subsidiary of Masco Tech

7 Date: 3/6, 2000

8 David L. Hirsch

9 [Name - Please Type]

10 Vice President

11 [Title - Please Type]

12 David L. Hirsch

13 5215 So. Boyle Ave.

14 Los Angeles, CA 90058

[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: CT Corporation System

18
19 Title: _____

20 Address: 818 West 7th St.

21 Los Angeles, CA 90017

22
23
24 Tel. Number: 213/627-8252

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR NMB Corp.

6 Date: April 19, 2000

7
8 
9 [Name - Please Type] Michael G. Dwyer

10 Secretary
11 [Title - Please Type]

12 NMB Corporation

13 9730 Independence Avenue

14 Chatsworth, CA 91311-4373

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Reina M. MacDonald

18 General Counsel

19 Title: _____

20 Address: NMB (USA) Inc.

21 9730 Independence Avenue

22 Chatsworth, CA 91311-4373

23
24 Tel. Number: (818) 709-1770

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Ohline Corp.

6 Date: March 08, 2000

7
8 
9 MARLO J. RAMOS

10 [Name - Please Type]

11 Dir. of Safety & Env. Comp.

12 [Title - Please Type]

13 OHLINE CORP.

14 1930 W. 139th St.

15 Gardena, CA 90249

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Same as above

19 Title: _____

20 Address: _____
21 _____
22 _____
23 _____

24 Tel. Number: _____
25 _____
26 _____
27 _____
28 _____

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 Ojai
6 FOR Manufacturing Technology, Inc.

7 Date: March 24, 2000

8 

9 [Name - Please Type]

10 MICHAEL CROMER

11 [Title - Please Type]

12 CHIEF EXECUTIVE OFFICER

13 2226 Goodyear Avenue

14 Ventura, California 93003

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Michael Cromer

18 Title: Chief Executive Officer

19 Address: 2226 Goodyear Avenue

20 Ventura, California 93003

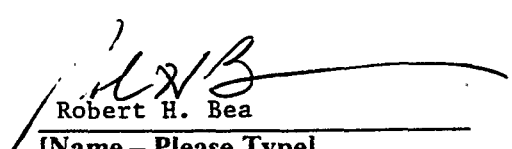
21 Tel. Number: (805) 644-9681

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Pacesetters Systems Inc./
6 Siemens Corporation

7 Date: March 21, 2000

8 
9 Robert H. Bea

10 [Name - Please Type]

11 Vice-President, Regulatory and

12 [Title - Please Type] Quality Assurance

13 Siemens Medical Systems

14 186 Wood Avenue South

15 Iselin NJ 08830

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Robert L. Friedman

19 Title: Director, Environmental, Health and Safety

20 Address: 186 Wood Avenue South
21 Iselin, NJ 08830

22
23
24 Tel. Number: 732-321-4977
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Pacific Bell Telephone Company, a
5 California Corporation

6 Date: 3/22, 2000

7
8 
9 [Name - Irene Soto.

10 Regional Manager

11 [Title -

12 2600 Camino Ramon, #3E000U

13 San Ramon, CA 94583

14 [Address -

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Samuel Novell

18
19 Title: Area Manager

20 Address: 485 S. Monroe Street, #211

21 San Jose, CA 95128

22
23
24 Tel. Number: (408) 554-7695

25
26
27
28
118

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR Pacific Gas & Electric Co.

Date: March 24, 2000



[Name - Please Type]

Robert L. Harris

Vice President Environmental Affairs

[Title - Please Type]

77 Beale, San Francisco

[Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Corporate Secretary

18
19 Title: _____

20 Address: 77 Beale St., Room 101

21 San Francisco, CA 94105

22
23
24 Tel. Number: _____

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Pioneer Video MFG Inc.

6
7 Date: March 13, 2000

8
9 SHINICHI SUZUKI
[Name - Please Type]

10 PRESIDENT
[Title - Please Type]

11 S. Suzuki

12 2265 E. 220th Street

13 Long Beach, CA 90810
[Address - Please Type]

14
15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: Gregory R. Pierson

19 Title: Sr. Vice President

20
21 Address: 2265 E. 220th Street

22 Long Beach, CA 90810

23
24 Tel. Number: 213-746-6337

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Printed Circuits Unlimited

6 Date: April-20 -, 2000

7  04/20/2000

8 RICHARD STREGÉ
9 [Name - Please Type]

10 VICE PRESIDENT
11 [Title - Please Type]

12 PRINTED CIRCUITS UNLIMITED

13 8786 INDUSTRIAL LN.

14 RANCHO CUCAMONGA CA 91730
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: RICHARD STREGÉ

19 Title: VICE PRESIDENT

20
21 Address: 8786 INDUSTRIAL LN.

22 RANCHO CUCAMONGA CA 91730

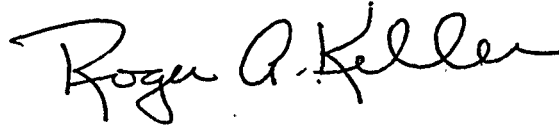
23
24 Tel. Number: 909 987 7237
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Puritan-Bennett

6 Date: 3/22, 2000



8 ROGER A. KELLER

9 [Name - Please Type]

10 Vice President, General Counsel & Secretary

11 [Title - Please Type]

12 Mallinckrodt Inc.

13 675 McDonnell Blvd.

14 Hazelwood MO 63042

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: GENERAL COUNSEL

18 Title: _____

19 Address: MALLINCKRODT INC.

20 675 McDONNELL BLVD.

21 HAZELWOOD MO 63042

22 Tel. Number: _____

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR Quad Chemical

Date: March 17, 2000

David Eastman

Mr. David W. Eastman
[Name - Please Type]

Vice-President, Technology
[Title - Please Type]

Lonza Inc.

17-17 Route 208

Fair Lawn, NJ 07410
[Address - Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Robert E. Miller
Name: Robert E. Miller

Title: Manager, SHE

Address: Lonza Inc.

P.O. Box 105

Mapleton, IL 65147

Tel. Number: (309) 697-7247

1 United States v. Abex Aerospace Division. et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division. et al. relating to the Omega Chemical Corporation Site.
5 Quest Diagnostics Clinical Laboratories, Inc.

6 f/k/a

7 ~~FOR~~ Bio Science Enterprises

8 Date: March 21, 2000

9 
10 Surya N. Mohapatra, President
11 One Malcolm Avenue
12 Teterboro, New Jersey 07608

13
14
15 Agent Authorized to Accept Service on Behalf of Above-signed Party:

16 Name: _____ Corporation Service Company
17 d/b/a CSC-Lawyers Incorporating Services
18 2730 Gateway Oaks Drive
19 Title: _____ Suite 100
20 Sacramento, CA 95833
21 Address: _____ 800-222-2122
22 _____
23 _____

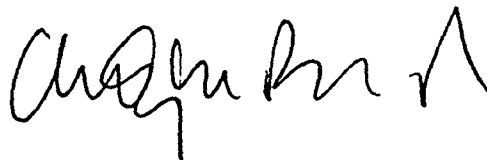
24 Tel. Number: _____
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 Rathon Corp. f/k/a
6 FOR Diversey Corp.

7 Date: March 15, 2000



8 C.W. Bovaird

9 [Name - Please Type]

10 Vice President

11 [Title - Please Type]

12 Rathon Corp. (f.k.a. Diversey Corp.)

13 2350 Franklin Road, Suite 230

14 Bloomfield Hills, MI U.S.A. 48302
15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: CT Corporation System

18 Title: _____

19 Address: 818 West Seventh Street
20 Los Angeles, CA 90017

21 Tel. Number: _____
22
23
24
25
26
27
28

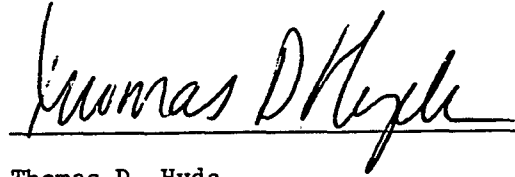
125

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Raytheon Company for itself
6 and as successor to Hughes Aircraft Company

7 Date: March 24, 2000



8
9 Thomas D. Hyde

10 [Name - Please Type]

11 Senior Vice President

12 and General Counsel

13 [Title - Please Type]

14 Raytheon Company

15 141 Spring Street

16 Lexington, MA 02421

17 [Address - Please Type]

18 Agent Authorized to Accept Service on Behalf of Above-signed Party:

19 Name: Jeffrey B. Axelrod

20 Title: Senior Counsel, Environmental Law

21 Address: Raytheon Company

22 141 Spring Street

23 Lexington, MA 02421

24 Tel. Number: 781-860-2803

25 United States v. Abex Aerospace Division, et al.
26 Consent Decree Signature Page

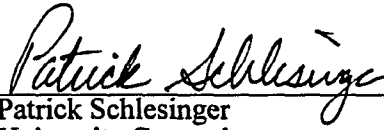
27 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
28 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States v.
4 Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR The Regents of the University of California

6 Date: March 24, 2000

7 

8 Patrick Schlesinger
9 University Counsel
10 The Regents of the University of California
11 1111 Franklin Street, 8th Floor
12 Oakland, California 94607

13 Agent Authorized to Accept Service on Behalf of Above-signed Party:

14 Patrick Schlesinger
15 University Counsel
16 The Regents of the University of California
17 1111 Franklin Street, 8th Floor
18 Oakland, California 94607
19 (510) 987-9800
20
21
22
23
24
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Reichhold Chemicals, Inc.;
Bond-Well Adhesives

6
7 Date: March 21, 2000

Daniel E. Uyesato

8
9 Daniel E. Uyesato
[Name - Please Type]

10 Assistant General Counsel
11 [Title - Please Type]

12 Reichhold, Inc.

13 P.O. Box 13552

14 Research Triangle Park, NC
15 [Address - Please Type] 27709

16 Agent Authorized to Accept Service on Behalf of Above-signed Party solely with
17 respect to matters arising out of, or under, this Consent Decree

18 Name: KEITH F. MILLHOUSE

19 Title: SHANE, DIGIUSEPPE & MILLHOUSE LLP

20
21 Address: 200 NORTH WESTLAKE BLVD., SUITE 104

22 WESTLAKE VILLAGE, CA 91362

23
24 Tel. Number: (805) 230-2525
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Remet Corporation

6 Date: 3/13, 2000

William Kelly
Vice President Finance

8 William Kelly
9 [Name - Please Type]

10 Vice President Finance
11 [Title - Please Type]

12 210 Commons Rd

13 UTICA, NY 13502

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: HANCOCK ESTABLISHMENT

18
19 Title: ATTORNEYS

20 Address: 1500 MONTY TOWER I
21 SYRACUSE, NY 13221

22
23
24 Tel. Number: 315-471-3151

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Resinart Corp.

6 Date: 3-6, 2000

7 

8 GARY UECKER
9 [Name - Please Type]

10 PRESIDENT
11 [Title - Please Type]

12 1621 PLACENTIA AVE.

13 COSTA MESA, CA. 92627

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: GARY Uecker

18
19 Title: President

20 Address: 1621 PLACENTIA Ave.
21 COSTA MESA CA 92627

22
23
24 Tel. Number: 949-642-3665

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6
7
8 FOR Robinson Prezioso, Inc.

9 Date: March 28, 2000

10 George Nichol
11 [Name - Please Type]

12 Safety Director
13 [Title - Please Type]

14 10114 Shoemaker Avenue
15 Santa Fe Springs, CA 90670

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: George Nichol

19 Title: Safety Director

20 Address: 10114 Shoemaker Avenue
21 Santa Fe Springs, CA 90670

22
23
24 Tel. Number: (562) 906-9002

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Rogers Corporation

6 Date: March 24, 2000

7 Robert M. Soffer

8 Robert M. Soffer

9 [Name - Please Type]

10 Treasurer

11 [Title - Please Type]

12 Rogers Corporation

13 One Technology Drive

14 P.O. Box 188

15 Rogers, CT 06263-0188

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Robert F. Lee

19 Title: Corporate Manager of Environmental/Safety Engineering Department

20 Rogers Corporation

21 Address: One Technology Drive

22 P.O. Box 188

23 Rogers, CT 06263-0188

24 Tel. Number: 860-779-5551

25 860-779-5779 (Fax)

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR Safety-Kleen Corp.

Date: March 31, 2000



Amber R. FauntLeRoy

[Name - Please Type]

Authorized Person

[Title - Please Type]

Latham & Watkins

633 West Fifth Street

Suite 4000

Los Angeles, CA 90071-2007

[Address - Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: V.W. Duffie

Title: _____

Laidlaw Environmental Services, Inc.,
DBA Safety-Kleen Corp.

Address: 1301 Gervais Street, Suite 300
Columbia, SC 29201


Tel. Number: (803) 933-4304

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 Scripto-Tokai Corporation for
6 FOR Anja Engineering Corp.

7 Date: 3/27/00, 2000



8 Fred O. Ashley

9 [Name - Please Type]

10 V.P. Administration

11 Corporate Secretary

12 [Title - Please Type]

13 Scripto-Tokai Corporation

14 11591 Etiwanda Avenue

15 Fontana, California 92337

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Fred O. Ashley

19 V.P. Administration

20 Title: Corporate Secretary

21 Address: Scripto-Tokai Corporation

22 11591 Etiwanda Avenue

23 Fontana, California 92337

24 Tel. Number: (909) 360-2100 extension 485

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Shell Oil Products Company

6 Date: March 14, 2000

7 

8 Frank R. Fossati

9 [Name - Please Type]

10 Remediation Manager

11 [Title - Please Type]

12 Shell Oil Company

13 is authorized agent for Shell Oil Products
Company, and all Shell affiliates as included
in Shell's settling volume.

14 [Address - Please Type]

15 P.O. Box 219
Lake Forest, CA. 92630-0219

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: _____

18
19 Title: CT Corporation

20 Address: _____

21 _____

22 _____

23 _____

24 Tel. Number: _____

25 _____

26 _____

27 _____

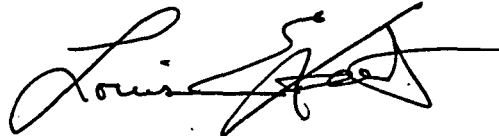
28 _____

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6
7
8 FOR The Sherwin-Williams Company

9 Date: 4/18, 2000



Louis Stelato

[Name - Please Type]

V.P. General Counsel

[Title - Please Type]

101 Prospect Ave

CLEVELAND OHIO 44115

[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: DON McCONNELL

18
19 Title: ENVIRONMENTAL COUNSEL

20 Address: 101 PROSPECT AVE.

21 CLEVELAND OHIO 44115

22 ATTN LEGAL DEPARTMENT

23
24 Tel. Number: 216-566-3741

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Sigma Casting Corporation
6 (n.k.a. Howmet Aluminum Casting Inc.)

7 Date: March 10, 2000



8 Name: Roland Paul

9 Title: Vice President

10 Howmet Aluminum Casting Inc.

11 475 Steamboat Road

12 Greenwich, CT 06830

13
14
15 Agent Authorized to Accept Service on Behalf of Above-signed Party:

16 Name: Keith Shell

17 Title: Manager, Environmental Engineering

18 Address: Howmet Corporation

19 1500 So. Warner Street

20 Whitehall, MI 49461

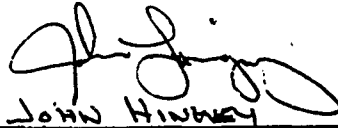
21
22 Tel. Number (231) 894 - 7226

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Signet Armorlite, Inc.

6 Date: MARCH 13, 2000

7 

8 JOHN HINKLEY
9 [Name - Please Type]

10 V.P. OF MANUFACTURING
11 [Title - Please Type]

12 1001 ARMORLITE DR
13 SAN MARCOS CA 92069
14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name:

Gregory Salo
18

19 Title:

EH&S Manager

20 Address:

1001 Armorlite Dr.
21 San Marcos, CA
22 92069

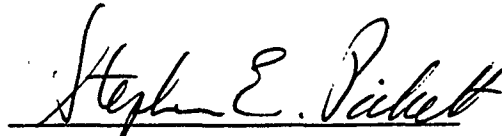
23
24 Tel. Number: (760) 744-4000 Ext. 310
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Southern California Edison Co.

6 Date: April 12, 2000

7 
8
9 STEPHEN E. PICKETT

10 Vice President and General Counsel
11 [Title - Please Type]

12 P.O. Box 800

13 2244 Walnut Grove Avenue

14 Rosemead, CA 91770

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Vicki Kaiser

18
19 Title: Analyst Program/Project

20 Address: P.O. Box 800

21 2244 Walnut Grove Avenue

22 Rosemead, CA 91770

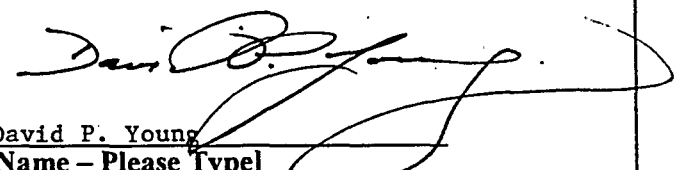
23
24 Tel. Number: (626) 302-4889

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Southern Pacific Transportation Co.
6 n/k/a Union Pacific Railroad Company

7 Date: 3/23, 2000

8 
9 David P. Young
10 [Name - Please Type]

11 Environmental Counsel
12 [Title - Please Type]

13 808 Travis, Suite 620

14 Houston, Texas 77002

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: David P. Young

18 Title: Environmental Counsel

19 Address: 808 Travis, Suite 620

20 Houston, Texas 77002

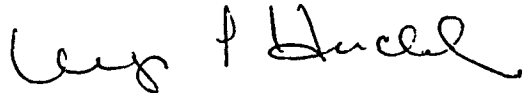
21 Tel. Number: (713) 220-3216

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Structural Composites Industries

6 Date: March 13, 2000



8 Virginia P. Henschel

9 [Name - Please Type]

10 Senior Counsel and

11 Director of Risk Management

12 [Title - Please Type]

13 4718 Old Gettysburg Road

14 Suite 300

15 Mechanicsburg, PA 17055

16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: same as above

19 Title: _____

20 Address: _____

21 _____
22 _____
23 _____
24 Tel. Number: _____
25 _____
26 _____
27 _____
28 _____

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Supracote, Inc.
6 BHP coated Steel Corp., successor

7 Date: MARCH 14, 2000

8 *Gary Berg*

9 GARY BERG

10 [Name - Please Type]

11 VP FINANCE

12 [Title - Please Type]

13 222 W. KALAMA RIVER RD

14 KALAMA WA. 98625

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name:

Stephen T. Luvanson

18 Title:

Attorney

19 Address:

Walter, Finestone & Richter

11601 Wilshire Blvd., Suite 1900

Los Angeles, CA 90025

20 Tel. Number:

(310) 575-0800

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 TDI Industries, Inc.
5 FOR Teledyne Inet, Teledyne Linair,
Teledyne AeroCal

6
7 Date: March 23, 2000

Jon D. Walton

8
9 Jon D. Walton
[Name - Please Type]

10 Senior Vice President, General Counsel
11 [Title - Please Type] and Secretary

12 1000 Six PPG Place
13 Pittsburgh, PA 15222

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: Jon D. Walton

19 Title: Senior Vice President, General Counsel and
20 Secretary

21 Address: 1000 Six PPG Place
22 Pittsburgh PA 15222

23
24 Tel. Number: (412) 344-2836
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Teledyne Cast Parts, Teledyne Controls,
6 Teledyne Electronic Technologies
7 By: Teledyne Technologies Incorporated

8 Date: March 22, 2000

9 

10 [Name - Please Type]

11 John T. Kuelbs

12 [Title - Please Type]

13 Senior Vice President, General Counsel
14 and Secretary

15 2049 Century Park East, Suite 1500

16 Los Angeles, CA 90067

17 [Address - Please Type]

18 Agent Authorized to Accept Service on Behalf of Above-signed Party:

19 Name: John T. Kuelbs

20 Title: Senior Vice President, General Counsel,
21 and Secretary

22 Address: Teledyne Technologies Incorporated

23 2049 Century Park East, Suite 1500

24 Los Angeles, CA 90067

25 Tel. Number: (310) 551-4302

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Tension Envelope Corp.

5
6 Date: 22 MARCH, 2000

7
8 Michael E. Rogovin

9 [Name - Please Type]

10 CHIEF ENGINEER

11 [Title - Please Type]

12 819 EAST 19TH STREET

13 KANSAS CITY, MO 64108

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: same as above

18
19 Title: _____

20 Address: _____

21
22
23
24 Tel. Number: _____

25
26
27
28
145

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Texaco, Inc.

6 Date: 3-21, 2000

Roger K. Hadley

8 ROGER K. HADLEY
9 [Name - Please Type]

10 MANAGER, EDMS
11 [Title - Please Type]

12 462255 N. ONTARIO ST.

13 BURBANK, CA

14 91504
[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: GORDON A. TURE

18
19 Title: SR. PROGRAM COORDINATOR

20 Address: 2255 N. ONTARIO

21 BURBANK, CA

22 91504

23
24 Tel. Number: 818.736.5561

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 TEXAS INSTRUMENTS TUCSON CORPORATION
6 (Formerly known as Burr-Brown Corp.)

7 Date: September 8, 2000

8 
9 DAN REYNOLDS

10 [Name - Please Type]

11 VICE PRESIDENT, ADVANCED ANALOG DEVICES

12 [Title - Please Type]

13 6730 S. TUCSON BLVD.

14 TUCSON, AZ 85706

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: COURTNEY JOHNSON

18 Title: ENVIRONMENTAL COUNSEL

19 Address: 7830 CHURCHILL WAY

20 DALLAS, TX 75251

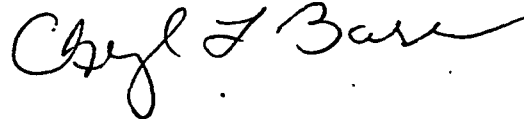
21
22
23
24 Tel. Number: (972) 917-4137

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Titan Corporation

6 Date: 3/22, 2000



8 Cheryl L. Barr

9 [Name - Please Type]

10 Assistant Secretary

11 [Title - Please Type]

12 3033 Science Park Road

13 San Diego, CA 92121

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: Nicholas J. Costanza

19 Title: Sr. VP, General Counsel & Secretary

20
21 Address: 3033 Science Park Road

22 San Diego, CA 92121

23
24 Tel. Number: 858-552-9500

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Todd Pacific Shipyards

6 Date: March 10, 2000
7

8
9 [Name - Please Type] Michael G. Marsh

10 [Title - Please Type] Secretary & General Counsel

11 *Michael G. Marsh*

12 1801 - 16th Ave. S.W.

13 Seattle, WA 98134

14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Michael G. MARSH

18
19 Title: Secretary & General Counsel

20 Address: 1801 16th AVE SW
21 SEATTLE WA
22 98134

23
24 Tel. Number: 206.442-8503
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of the United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Treasure Chest

6 Date: March 23rd, 2000

7
8 Earl DelGrosso

9 Director of Environmental Affairs/Safety Services

10
11 

12 250 West Pratt Street, 18th Floor

13 Baltimore, Maryland 21201

14
15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Earl DelGrosso

18
19 Title: Director Environmental Affairs

20 Address: 250 W. Pratt Street

21
22 Baltimore, MD 21201

23
24 Tel. Number: 410-528-9800

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Tubing Seal Cap/Pacific
6 Precision Metals, Inc.

7 Date: March 22, 2000

John Draxler

8
9 John Draxler

10 [Name - Please Type]

11 Vice President & CFO

12 [Title - Please Type]

13 601 S. Vincent Avenue

14 Azusa, CA 91702

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: John Draxler

19 Title: Vice President & CFO

20
21 Address: Pacific Precision Metals, Inc.

22 601 S. Vincent Avenue

23 Azusa, CA 91702

24 Tel. Number: (626) 334-0361


1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United States
4 v. Abex Aerospace Division, et al. Relating to the Omega Chemical Corporation Site.

5
6 FOR Union Oil Company of California

7 Date: MARCH 22, 2000

8
9 

10  P. C. Stern
11 Manager Western Division Assets
12 Asset Management Group

13 376 S. Valencia Avenue
14 Brea, California 92823-6356

15 Agent Authorized to Accept Service on Behalf of Above-signed Party:

16 Name: Victoria Simonian

17 Title: Process Service Agent

18 Address: 376 S. Valencia Avenue
19 Brea, California 92823-6356

20 Telephone: 714-985-6483
21
22
23
24
25
26
27
28

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR United Parcel Service, Inc.

5
6 Date: March 17, 2000

7
8 Linda K. DiSantis
9 [Name - Please Type]

10 Linda K. DiSantis, Vice President
11 [Title - Please Type]

12 United Parcel Service, Inc.

13 55 Glenlake Pkwy., NE

14 Atlanta, Georgia 30328.
[Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Linda K. DiSantis

18
19 Title: Vice President

20 Address: United Parcel Service, Inc.

21 Legal Department

22 55 Glenlake Pkwy., NE

23 Atlanta, Georgia 30328

24 Tel. Number: (404) 828-7023

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Universal City Studios, Universal Studios,
MCA/Universal Studios, and Universal Title &
6 Optical

7 Date: September 5, 2000

Universal City Studios, Inc.,
a Delaware corporation

9 By 
10 [Name - Please Type]

11 Jerry Blair, Vice President
12 [Title - Please Type]

13 Universal City Studios, Inc.

14 100 Universal City Plaza

15 Universal City, CA 91608
16 [Address - Please Type]

17 Agent Authorized to Accept Service on Behalf of Above-signed Party:

18 Name: Donald C. Nanney, Esq.

19 Title: _____

20 Address: Gilchrist & Rutter

21 355 South Grand Avenue, Suite 4100

22 Los Angeles, CA 90071-1560

23 Tel. Number: (213) 617-8000


24
25
26
27
28
154

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 **THE UNDERSIGNED PARTY** enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. Relating to the Omega Chemical Corporation Site.

5 FOR Van Waters & Rogers Inc. and
6 Vopak Distribution Americas Corporation
7 (f.k.a. Univar Corporation)

8 Date: March 21, 2000

9 

10 Allan Bakalian

11 Senior Corporate Counsel

12 Van Waters & Rogers Inc.

13 6100 Carillon Point

14 Kirkland, WA 98033

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17
18 Name: Allan Bakalian

19 Title: Senior Corporate Counsel

20
21 Address: Van Waters & Rogers Inc.

22 6100 Carillon Point

23 Kirkland, WA 98033

24 Tel. Number: (425) 889-3664

25
155

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 Vertex Microwave Products, Inc., formerly
6 FOR Gamma-F Corp.

7 Date: March 24, 2000

8 

9 Sandra Seto

10 [Name - Please Type]

11 V.P. Finance

12 [Title - Please Type]

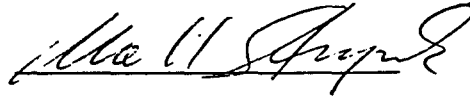
13 3111 Fujita St

14 Torrance, CA. 90505-4006

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name:

18 

19 Title:

20 President

21 Address:

22 3111 Fujita St

23 Torrance, CA. 90505- 4006

24 Tel. Number: (310)539-6704

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Walt Disney Pictures & Television

6 Date: March 20, 2000

7
8 *Diane Marx*
9 Diane Marx

10 Assistant Secretary

11 Walt Disney Pictures and Television

12 500 S. Buena Vista St.

13 Burbank, CA 91521
14
15

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Robert A. Antonopolis

18
19 Title: Executive Counsel

20 Address: The Walt Disney Company

21 500 S. Buena Vista St.

22 Burbank, CA 91521-6376
23

24 Tel. Number: 818/840-1902
25
26
27
28

157

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 FOR Warner-Lambert Company

5
6 Date: 4/6, 2000

Charles E. Carey

8 Charles E. Carey

9 [Name - Please Type]

10 Sr. Director, Env't Safety Compliance

11 [Title - Please Type]

12 Warner-Lambert Co.

13 182 Tabor Rd.

14 Morris Plains, NJ 07950

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Same as above

18
19 Title: _____

20 Address: _____

21 _____

22 _____

23
24 Tel. Number: _____

25 _____

26 _____

27 _____

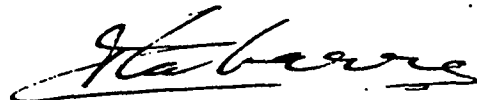
28 _____

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page

2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4
5 FOR Weber Aircraft

6 Date: September 7, 2000

7
8 

9 Michel LaBarre
[Name - Please Type]

10 President
[Title - Please Type]

11 Weber Aircraft, Inc.

12 2000 Weber Drive

13 Gainesville, Texas 76240
14 [Address - Please Type]

15
16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Michel LaBarre

18
19 Title: President

20 Address: Weber Aircraft, Inc.

21 2000 Weber Drive

22 Gainesville, Texas 76240

23
24 Tel. Number: (940) 668-4906

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5 FOR Western Metal Decorating Co.

6 Date: March 25th, 2000

7
8 Scott L Brotzman

9 [Name - Please Type]

10 President/CEO

11 [Title - Please Type]

12 
13 8875 Industrial Lane

14 Rancho Cucamonga, Ca. 91730

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Scott L Brotzman

18
19 Title: President/CEO

20 Address: 8875 Industrial Lane

21 Rancho Cucamonga, CA 91730

22
23
24 Tel. Number: (909) 987-2506

1 United States v. Abex Aerospace Division, et al.
2 Consent Decree Signature Page

3 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
4 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR York International Corporation

Date: _____, 2000


[Name - Please Type] Peter C. Spellar

Vice President, President Engineered Systems Group

[Title - Please Type]

631 South Richland Avenue

York, PA 17403

[Address - Please Type]

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name: Frank J. Ullmann

Title: Legal Counsel

Address: 631 South Richland Avenue

Department 364C

York, PA 17403


Tel. Number: (717) 771-7434

1 United States v. Abex Aerospace Division, et al.
Consent Decree Signature Page


2 THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of United
3 States v. Abex Aerospace Division, et al. relating to the Omega Chemical Corporation Site.

4 Yort, Inc. f/k/a
5 FOR Troy Lighting, Inc. -
6 Tiffany Division

7 Date: 10/30, 2000

8 

9 [Name - Please Type] Donald A. Herner

10 

11 [Title - Please Type] Secretary

12 c/o Law Offices Of Donald A. Herner

13 One Landmark Square, 4th Floor

14 Stamford, CT 06901

15 [Address - Please Type]

16 Agent Authorized to Accept Service on Behalf of Above-signed Party:

17 Name: Donald A. Herner

18 Title: Secretary

19 Address: Yort, Inc. f/k/a Troy Lighting, Inc.
20 Tiffany Division
21 C/O Law Offices Of Donald A. Herner

22 One Landmark Square, 4th Floor
23 Stamford, CT 06901

24 Tel. Number: (203) 351-1020 (203) 351-1029 (fax)
25
26
27
28

Appendix A
163

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX A

SOW

See Attached

- 1 -

Appendix A

164

STATEMENT OF WORK

Omega Chemical Corporation Superfund Site

Introduction.

The Settling Work Defendants Group will perform three tasks pursuant to this Statement of Work ("SOW"):

1. Design and implement a groundwater containment and mass removal treatment system in the Phase 1a Area;
2. Implement a vadose zone RI/FS to characterize contaminant releases on, at or emanating from the Omega Property; and
3. Install three sentinel groundwater monitoring wells at two or three locations downgradient of the Phase 1a Area and upgradient of water supply well 30R3.

The Settling Work Defendants will perform all work outlined herein in accordance with CERCLA, the National Contingency Plan (40 C.F.R. 300), and applicable published EPA Superfund guidance. In addition, the Settling Work Defendants will perform all work subject to the technical oversight of EPA Region 9 as required by CERCLA and the NCP.

TASK 1: Design and implement a groundwater containment and mass removal treatment system in the Phase 1a Area.

The Settling Work Defendants will design and implement a groundwater containment and mass removal treatment system within the Phase 1a Area. The Settling Work Defendants will perform all activities in accordance with EPA guidance, including but not limited to (i) "Guidance on Conducting Non-Time--Critical Removal Actions under CERCLA" EPA 540-R-93-057 dated August 1993, and (ii) "Presumptive Response Strategy and Ex-Situ Treatment Technologies for Contaminated Ground Water at CERCLA Sites," EPA 540/R- 96/023 dated October 1996.

A. Overview of the Goals of Task 1.

1. Complete a Streamlined Risk Evaluation ("SRE");
2. Conduct routine groundwater monitoring;
3. Collect additional data e.g. hydraulic data, additional well(s) or other analytes, if necessary, to complete the Engineering Evaluation/Cost Analysis ("EE/CA") Report;
4. Assess vertical and horizontal extent of groundwater contamination and aquifer hydraulics in the Phase 1a Area to the extent necessary to select, design and implement a remedy;
5. Draft EE/CA document which includes remedy evaluation;

6. Participate and assist EPA with the preparation of the Action Memorandum and community relations activities concerning the EE/CA;
7. Conduct hydraulic modeling and any other pre-design activities;
8. Prepare design documentation to implement the groundwater containment system as specified in EPA's Action Memorandum associated with the EE/CA;
9. Scope, design, and implement treatability/pilot studies as appropriate;
10. Construct groundwater containment system; and
10. Implement long-term operation, maintenance, and monitoring of the groundwater containment system.

B. Overview of the Deliverables for Task 1: Schedule.

The Settling Work Defendants will submit all deliverables in draft and final form, both of which will be subject to EPA's review and approval, as specified in the Consent Decree. The deliverables for Task 1 include, but are not limited to, the following:

1. Amendment to the Phase 1a SAP, if additional investigation is recommended in the Phase 1a Report. Within thirty (30) calendar days of the effective date of the Consent Decree the Settling Work Defendants shall submit to EPA the Phase 1a SAP/QAPP amendment. This document will be used to scope and collect any additional data required to prepare the EE/CA Report. The frequency of routine groundwater monitoring (e.g. quarterly for one year) and additional analytical parameters (e.g. during second quarterly event) will also be included;
2. Phase 1a Report Addendum (if required), shall be submitted to EPA within forty-five (45) calendar days after Settling Work Defendants' receipt of the final analytical results associated with the Phase 1a additional investigation from the laboratory;
3. Engineering Evaluation/Cost Analysis (EE/CA) Report and Selection of recommended Removal Alternative;

The Settling Work Defendants shall submit to EPA an EE/CA Report within forty-five (45) calendar days after EPA approval of the Phase 1a Addendum Report evaluating contaminated groundwater containment and removal alternatives (including performance standards for the various alternatives) for the Phase 1a Area to EPA for its approval. The EE/CA Report will include, at a minimum, the following components:

- a. Site characterization summary,
- b. Identification of removal action objectives (including identification of ARARs and a risk assessment summary);
- c. Identification and evaluation of removal action alternatives (including analysis of effectiveness, implementability and costs);
- d. Treatability study report for proposed on-Site treatment technologies, as appropriate;
- e. Comparative analysis of removal action alternatives; and

- f. Recommendation of removal action alternative.

Public Notice and Public Comment

Upon approval by EPA, the EE/CA Report, together with all supporting documentation, shall be subject to public notice and public comment in accordance with the requirements of Sections 300.415(m)(4) and 300.820(a) of the NCP. At the close of the public comment period, EPA will prepare (1) a Responsiveness Summary responding in writing to significant comments received during the comment period and (2) an Action Memorandum selecting a removal action alternative for the Site. EPA shall select an appropriate removal action to provide for the extraction, treatment and/or disposal of contaminated groundwater from the Phase 1a area, based on the results of the final EE/CA Report, necessary to protect public health, welfare, and the environment. Upon selection of the appropriate removal action as described in the Action Memorandum, EPA shall issue Settling Work Defendants a Notice to Proceed letter.

7. Removal Action Plan (RAP);

Within thirty (30) calendar days after Settling Work Defendants' receipt of EPA's Notice to Proceed Letter, Settling Work Defendants shall submit a Removal Action Plan ("RAP") for EPA approval. The RAP shall provide for the performance, and schedule for implementation of the EPA approved removal action, submission of a Final Report, post removal site control, and such other activities as specified herein or required by the Consent Decree.

This document will include, but not be limited to, the following components (included as separate sections):

- a. Design objectives;
- b. Design criteria;
- c. Delivery mechanism;
- d. Design schedule;
- e. Construction start date;
- i. Project management plan;
- f. Possible options for reuse of treated water as specified in the Action Memorandum.

7. Thirty Percent Design Report shall be submitted to EPA within One Hundred Fifty (150) calendar days after the Settling Work Defendants' receipt of EPA approval of the RAP;

This document will include, but not be limited to the following components:

- a. Design criteria;
- b. Preliminary plans, drawings, and sketches;
- c. Project management plan;
- d. Project delivery and construction schedule;
- e. Schedule for operation, maintenance and monitoring manual ("OM&M Manual");
- f. Outline for OM&M Manual;
- g. Performance standards verification plan;

- h. Construction contingency plan, if required; and
- i. Construction health and safety plan.
- j. Construction Quality Assurance Work Plan;
- k. Submittal of final design/bid package material to EPA for reference.

12. Draft and final Operation, Maintenance & Monitoring Manual

The OM&M Manual will include a Start-up/Shakedown Testing Plan and Schedule (OM), a schedule and descriptions for routine monitoring (&M). This manual will address the monitoring of treated water discharge, groundwater wells and air emissions including Performance Standards. The draft OM&M Manual will be submitted to EPA sixty (60) calendar days before EPA approved planned start-up date of the treatment system. The final OM&M Manual will be submitted to EPA ninety (90) calendar days after start-up.

The OM&M shall include Sampling and Analysis Plan, and a Health and Safety Plan as provided for in this SOW, although each plan may be delivered under separate cover. These plans shall be developed in accordance with the NCP and this SOW.

7. Removal Action Completion Report [final report]

Within sixty (60) days after final EPA inspection of the removal response action, the Settling Work Defendants shall submit for EPA review and approval a final report summarizing the actions taken to comply with this SOW. EPA's final inspection shall occur no sooner than thirty (30) calendar days after start-up. The final report shall conform, at a minimum, with the requirements set forth in Section 300.165 of the NCP entitled "OCS Reports", and with OSWER Directive No. 9360.3-03 "Removal Response Reporting". The final report shall include a good faith estimate of total costs or a statement of actual costs incurred in complying with the Consent Decree and SOW, a listing of quantities and types of Waste Materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those Waste Materials, a listing of the ultimate destination of those Waste Materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits). The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of the report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

TASK 2: Implement a vadose zone RI/FS for contaminant releases on, at or emanating from the Omega Property.

The Settling Work Defendants will carry out a Remedial Investigation/Feasibility Study ("RI/FS") at the Omega property for vadose zone contamination that has resulted from the release of hazardous substances on, at, or emanating from the Omega property. The Settling Work Defendants will perform all activities in accordance with EPA guidance, including but not limited to (i) "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," EPA 540-G-89/004 dated October 1988, and (ii) "Users Guide to the VOCs in Soils Presumptive Remedy," EPA 540/F-96/008 dated July 1996.

A. Overview of the Goals of Task 2.

1. Determine the nature and extent of contamination in the vadose zone to support the data needs of the risk assessment, feasibility study, remedial design, ATSDR Public Health Assessment, and Natural Resource Trustee;
2. Scope and implement a soils risk assessment;
3. Collect physical and chemical data sufficient to conduct the necessary vadose zone and groundwater modeling to support the risk assessment, feasibility study, remedial design, and ATSDR Public Health Assessment data needs;
4. Identify areas of the vadose zone, if any, that constitute unacceptable risks to human health or the environment;
5. Develop and screen remedial alternatives, as appropriate;
6. Scope, design, and implement the treatability studies/pilot studies, as appropriate;
7. Conduct a feasibility study of potential soil remedial alternatives; and
8. Provide all required data and assist EPA in the preparation of the Soils Proposed Plan, Record of Decision, and community relations activities.

B. Overview of the Deliverables for Task 2 and Schedule

The Settling Work Defendants will submit all deliverables in draft and final version, both of which will be subject to EPA's review and approval, as specified in the Consent Decree. The deliverables will include but are not necessarily limited to, the following:

1. Existing Data Summary Report shall be submitted to EPA within sixty (60) calendar days after the effective date of the Consent Decree; and

This deliverable will consist of a summary report of existing data reports and conclusions and will include, but not be limited to:

- a. a history of the Omega property including all current and previous owners and tenants;
- b. an evaluation of all historical aerial photographs for potential chemical use and release areas at the Site;
- c. an evaluation of all historic chemical use at the Omega property including chemical usage's, types, and volumes; and
- d. an evaluation of the data quality of historic data and a recommendation of its potential usage in deliverables required under both Tasks 1 and 2.

2. Streamlined Superfund Accelerated Cleanup Model ("SACM") RI/FS Work Plan

This deliverable shall be submitted to EPA within sixty (60) calendar days after EPA approval of the existing Data Summary Report, and will also be consistent with EPA's RI/FS guidance and will include, but not be limited to:

- a. Identification of the data needs for the Risk Assessment, Feasibility Study, Remedial Design, ATSDR Public Health Assessment, and Natural Resource Trustee;
 - b. Identification of the data gaps in comparison to the needs identified above and a SAP to fill these data gaps;
 - c. Identification of any Preliminary Remediation Goals ("PRGs") and Preliminary ARARs; and;
3. Remedial Investigation Report shall be submitted to EPA within ninety (90) calendar days after the Settling Work Defendants' receipt of final laboratory analytical results associated with the remedial investigation;
4. Risk Assessment Report shall be submitted to EPA within ninety (90) calendar days after the Settling Work Defendants' receipt of final laboratory analytical results associated with the remedial investigation; and
5. Feasibility Study Report shall be submitted to EPA within sixty (60) calendar days after EPA approval of the Remedial Investigation Report or Streamlined Risk Assessment Report, whichever is approved later.

TASK 3: Install three sentinel groundwater monitoring wells and sample quarterly for one year at two or three locations downgradient of the Phase 1a Area and upgradient of water supply well 30R3.

The Settling Work Defendants will install three sentinel groundwater monitoring wells at two or three locations downgradient of the Phase 1a Area and upgradient of Water Supply Well 30R3. The Settling Work Defendants will perform all activities in accordance with EPA guidance, including but not limited to, "Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA," EPA540-G/-89/004 dated October 1988.

It is anticipated that a single sentinel groundwater table monitoring well will be installed near the location of CPT/HP sample location H-9 (Technical Memorandum No. 11, February 7, 1997) at

a proposed well depth of approximately 80 feet where the groundwater contamination apparently crosses underneath Washington Blvd. The second groundwater monitoring well will be installed as a two well cluster, one at the water table and a second well installed to a depth of approximately 200 feet on Burke Street within approximately 1000 feet upgradient of City of Santa Fe Springs water supply well 30R3. Water quality samples will be collected from the sentinel wells quarterly for one year. Subsequent sampling frequency will be determined based on evaluation of the four quarterly results.

A. Overview of the Goals of Task 3

1. Install three sentinel wells at two or three locations and sample quarterly for one year to monitor water quality immediately downgradient of the Phase 1a Area and at two distinct depths immediately upgradient of water supply well 30R3.

B. Overview of the Deliverables for Task 3 and Schedule

1. A Sampling and Analysis Plan will be prepared with respect to the installation and monitoring of the sentinel wells and submitted to EPA within thirty (30) calendar days after the effective date of the Consent Decree;
2. A brief letter report will be prepared which describes the sentinel well installations and summarizes the analytical results for water quality samples collected from the sentinel wells during the first quarterly sampling event. This letter report will be submitted to EPA forty-five (45) calendar days after the Settling Work Defendants' receipt of the final laboratory analytical results.

Deliverable Schedule

Task 1 - Design and Implement a Groundwater Containment and Mass Removal Treatment System in the Phase 1a Area

1) Phase 1a Sampling and Analysis Plan (SAP) Amendment

The Phase 1a SAP shall be submitted within thirty (30) calendar days of the effective date of the Consent Decree, if additional work is recommended in the Phase 1a Report.

2) Phase 1a Report Addendum

The Phase 1a Report Addendum shall be submitted within forty-five (45) calendar days after Settling Work Defendants receipt of the final analytical results associated with the Phase 1a investigation from the laboratory, if additional work is performed.

3) EE/CA Report

The EE/CA Report shall be submitted within forty-five (45) calendar days after EPA approval of the Phase 1a Addendum Report evaluating contaminated groundwater containment and removal alternatives (including performance standards for the various alternatives).

4) Removal Action Plan (RAP)

The Removal Action Plan shall be submitted within thirty (30) calendar days after Settling Work Defendants receipt of EPA's Notice to Proceed Letter

5) Thirty Percent Design Report

The Thirty Percent Design Report shall be submitted within one hundred fifty (150) calendar days after the Settling Work Defendants receipt of EPA approval of the RAP.

6) Draft and Final Operation, Maintenance & Monitoring Manual

The draft OM&M Manual shall be submitted sixty (60) calendar days before the EPA approved planned start-up date of the treatment system. The final OM&M Manual shall be submitted ninety (90) calendar days after start-up.

7) Removal Action Completion Report [final report]

The Removal Action Completion Report shall be submitted within sixty (60) days after final EPA inspection of the removal response action. EPA's final inspection shall occur no sooner than thirty (30) calendar days after start-up.

Appendix A
172

05/25/0

TASK 2 - Implement a Vadose Zone RI/FS for Contaminant Releases On, At or Emanating From the Omega Property

1) Existing Data Summary Report

The Existing Data Summary Report shall be submitted within sixty (60) calendar days after the effective date of the Consent Decree.

2) Streamlined Superfund Accelerated Cleanup Model ("SACM") RI/FS Work Plan

The SACM RI/FS Work Plan shall be submitted within sixty (60) calendar days after EPA approval of the existing Data Summary Report.

3) Remedial Investigation Report

The Remedial Investigation Report shall be submitted within ninety (90) calendar days after the Settling Work Defendants receipt of final laboratory analytical results associated with the remedial investigation.

4) Streamlined Risk Assessment Report

The Streamlined Risk Assessment Report shall be submitted within ninety (90) calendar days after the Settling Work Defendants receipt of final laboratory analytical results associated with the remedial investigation.

5) Feasibility Study Report

The Feasibility Study Report shall be submitted within sixty (60) calendar days after EPA approval of the Remedial Investigation Report or Streamlined Risk Assessment Report, whichever is approved later.

TASK 3 - Install Three Sentinel Groundwater Monitoring Wells and Sample Quarterly for One Year at Two or Three Locations Downgradient of the Phase 1a Area and Upgradient of Water Supply Well 30R3.

1) Sampling and Analysis Plan

A Sampling and Analysis Plan will be prepared with respect to the installation, monitoring of the sentinel wells, and submitted within thirty (30) calendar days after the effective date of the Consent Decree.

2) Letter Report

A brief letter report which describes the sentinel well installations and summarizes the analytical results for water quality samples collected from the sentinel wells during the first quarterly sampling event shall be submitted forty-five (45) calendar days after the Settling Work Defendants receipt of the final laboratory analytical results.

Appendix A
173

05/25/0

B

Appendix B
174

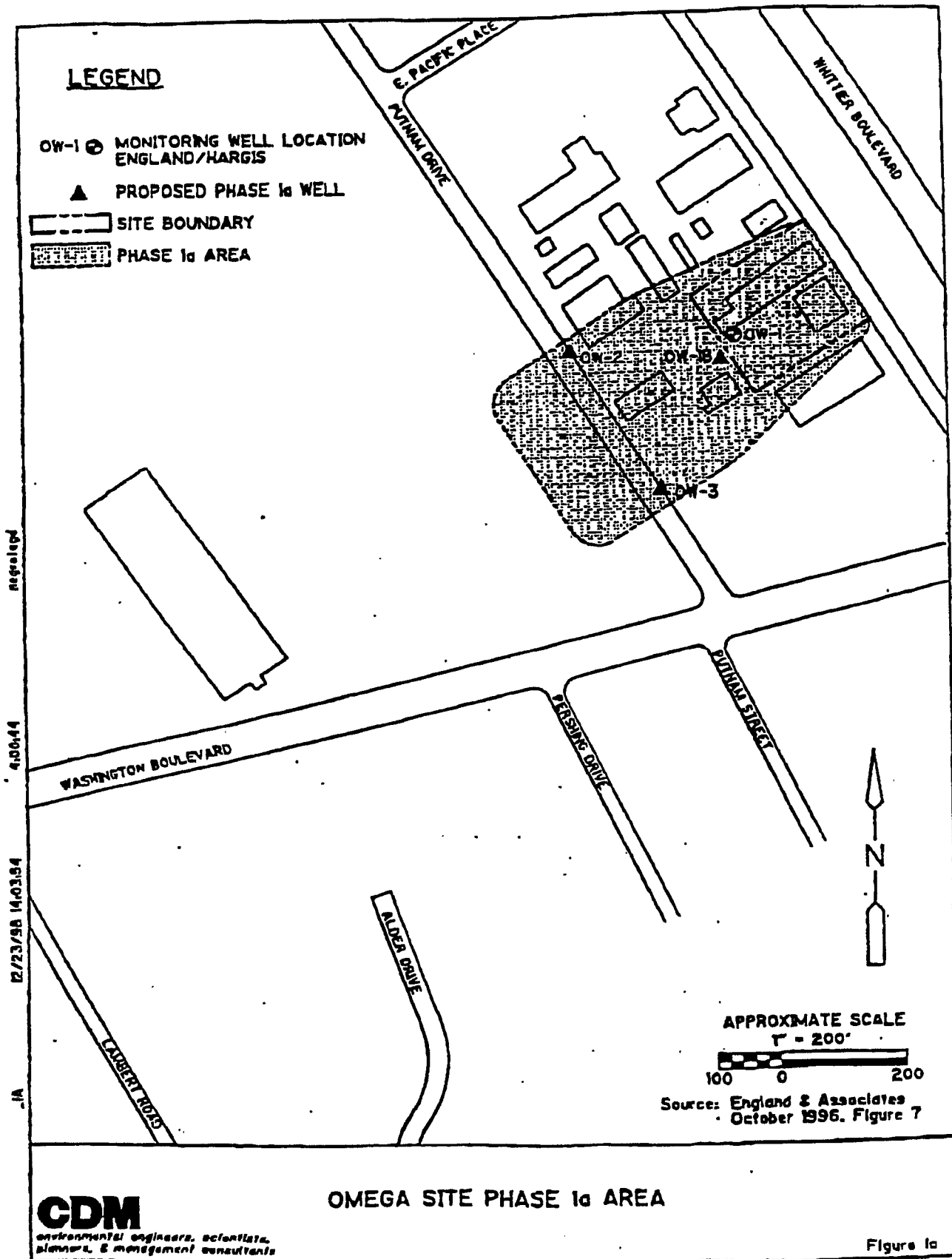
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX B
Map of Phase 1a
See Attached

B-1
- 1 -
Appendix B
175

JAN 19 '99 11:00AM BOONE & ASSOCIATES

P.33/33



JAN 19 '99 10:04

3232617072

PAGE.33

Appendix B
176

Appendix
177

APPENDIX C

Settling Cash Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C-1

- 1 -

Appendix C
178

APPENDIX C

SETTLING CASH DEFENDANTS

Company Name

ABEX Aerospace Division
Air Products and Chemicals, Inc.
Appropriate Technologies II, Inc.
Armor All Products Corporation
Avery Denison
Bonanza Aluminum Corp.
Bourns, Inc.
Broadway Stores, Inc.
Calsonic Climate Control, Inc. (now Calsonic
North America, Inc.)
Canon Business Machines, Inc.
Cherokee International, Inc.
City of Los Angeles, Department of Airports
City of Santa Maria
Datatronics Romoland, Inc.
Deutsch Engineered Connecting
Devices/Deutsch GAV
FPC, Inc., A Kodak Co.
Gambro, Inc.
George Industries
Golden West Refining Company
Great Western Chemical Company
GSF Energy, L.L.C., successor to GSF Energy,
Inc.
Hilton Hotels Corporation for LA Airport Hilton
& Towers
Hubbell, Inc. and Marvin Electric Mfg. Co., Inc.
Huntington Park Rubber Stamp Company
International Rectifier Corporation, for itself
and its facility, HEXFET America
Jan-Kens Enameling Company
Kester Solder Division, Litton Systems, Inc.
Kolmar Laboratories, Inc.
Loma Linda University
Maxwell Technologies, Inc.
The May Department Stores Company
Medeva Pharmaceuticals CA, Inc. (f/k/a MD
Pharmaceutical Inc.)
MICO West
Minnesota Mining and Manufacturing Company
for 3M/Riker Labs/Camarillo Storage

Company Name

Montgomery Tank Lines, Inc.
NMB Corp.
Ojai Manufacturing Technology, Inc.
Pacesetters Systems Inc./Siemens Corporation
Pacific Gas & Electric Co.
Pioneer Video MFG Inc.
Puritan-Bennett
Quad Chemical
Rathon Corp. f/k/a Diversey Corp.
Remet Corporation
Resinart Corp.
Rogers Corporation
Shell Oil Products Company
Southern California Edison Co.
Southern Pacific Transportation Co. n/k/a Union
Pacific Railroad Company
Structural Composites Ind.
Supracote, Inc. (BHP Coated Steel Corp.
successor)
TDY Industries, Inc. for Teledyne Inet,
Teledyne Linair, Teledyne AeroCal
Teledyne Cast Parts, Teledyne Controls,
Teledyne Electronic Technologies by
Teledyne Technologies Incorporated
Tension Envelope Corp.
Titan Corporation
Todd Pacific Shipyards
Tubing Seal Cap/Pacific Precision Metals, Inc.
U.S. Navy
United Parcel Service, Inc.
Vertex Microwave Products, Inc. formerly
Gamma-F Corp.
Warner-Lambert Company
Western Metal Decorating Co.
York International Corporation

Appendix C
179

D

Appendix D
180

APPENDIX D
Settling Work Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C-1

- 1 -

Appendix D
181

EXHIBIT D

SETTLING WORK DEFENDANTS

Company Name

Alcoa Electronic Packaging, Inc.
Allied Signal Inc. n/k/a Honeywell International Inc.
Alpha Therapeutic Corporation
Applied Micro Circuits Corporation
Arlon Adhesives & Film
BASF Corporation/BASF Structural Materials
Baxter Healthcare Corporation for Baxter/Bentley Labs
The Boeing Company (sued as Rockwell International Corporation)
BP America, Inc. (on behalf of Hitco Inc.)
California Dept. of Transportation
Chase Bag
Chemical Waste Management, Inc.
County of Los Angeles
Crosby & Overton, Inc.
Disneyland Central Plant
Dow Chemical Company
FHL Group
Forenco, Inc. for Federal Envelope
GATX Terminals Corporation
General Dynamics Corporation
GulfStream Aerospace Corporation
Hexcel Corporation/Ciba-Geigy
Hitachi Home Electronics (America), Inc.
Honeywell Inc./Sperry
Huck Manufacturing Company
Hughes Space and Communications Company
Johns Manville International, Inc. (f/k/a Schuller International, Inc. and Manville Sales Corporation) (Celite Corporation)
K.C. Photo Engraving Co.
Kimberly Clark Corp.
LA County MTA/So. California RTD
Luxfer USA Limited by British Alcan Aluminum plc
Mattel, Inc.
McDonnell Douglas Helicopter Company, a wholly owned subsidiary of McDonnell Douglas

Company Name

Corporation, a wholly owned subsidiary of The Boeing Company
MCP Foods (by Borden, Inc. and Firmenich Incorporated)
Metropolitan Water District of Southern California
NI Industries, a division of TriMas, a wholly owned subsidiary of MascoTech
Online Corp.
Pacific Bell Telephone Company, a California Corporation
Printed Circuits Unlimited
Quest Diagnostics Clinical Laboratories f.k.a. Bio Science Enterprises
Raytheon Company for itself and as successor to Hughes Aircraft Company
The Regents of the University of California
Reichhold Chemicals, Inc./Bond-Well Adhesives
Robinson Prezioso, Inc.
Safety-Kleen Sytems, Inc. f/k/a Safety-Kleen Corp.
Scripto Tokai Corporation for Anja Engineering
The Sherwin-Williams Company
Sigma Casting Corporation (n.k.a Howmet Aluminum Casting Inc.)
Signet Armorlite, Inc.
Texaco Inc.
Texas Instruments Tucson Corporation (Formerly known as Burr-Brown Corp.)
Treasure Chest
Union Oil Company of California
Universal City Studios, Universal Studios, MCA/Universal Studios, and Universal Title & Optical
Van Waters & Rogers Inc. and Vopak Distribution Americas Corporation (f.k.a. Univar Corporation)
Walt Disney Pictures and Television
Weber Aircraft, Inc.
Yort, Inc. (Troy Lighting, Inc. - Tiffany Division)

Appendix D
182

E

Appendix E
183

APPENDIX E

UAO

1.
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C-1

- 1 -

Appendix E
184



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street

San Francisco, CA 94105-3901

1 IN THE MATTER OF:

2
3
4 Omega Chemical Corporation
5 12504 E. Whittier Boulevard
6 Whittier, CA 90602
7
8
9

10
11 RESPONDENTS:

12
13 Listed in Appendices A & B
14
15
16
17
18
19
20
21
22
23
24

) Order No. 95-15
)
)

) ADMINISTRATIVE ORDER
) PURSUANT TO SECTION 106
) OF THE COMPREHENSIVE
) ENVIRONMENTAL RESPONSE
) COMPENSATION AND
) LIABILITY ACT OF 1980
) as amended, 42 U.S.C.
) Section 9606(a)

25 PREAMBLE

26 This Administrative Order (Order) is issued on this
27 date to the Respondents, pursuant to the authority vested in the
28 President of the United States by Section 106(a) of the
29 Comprehensive Environmental Response, Compensation, and Liability
30 Act of 1980, 42 U.S.C. Section 9606(a), as amended by the
31 Superfund Amendments and Reauthorization Act of 1986, Pub. L.
32 99-499 (CERCLA), delegated to the Administrator of the United
33 States Environmental Protection Agency ("U.S. EPA") by Executive
34 Order No. 12580, January 23, 1987, 52 Federal Register 2923,
35 further delegated to the EPA Regional Administrators by U.S. EPA
36 Delegation Nos. 14-14-A and 14-14-B, and further redelegated to
37 the Director, Hazardous Waste Management Division by Region IX
38 Delegations 1290.41 and 1290.42.

39 The State of California has been notified of the
40 issuance of this Order as required by Section 106(a) of CERCLA,
41 42 U.S.C. Section 9606(a).

Attachment G

H8 112

Printed on Recycled Paper
Appendix E
185

1 This Order pertains to the Omega Chemical Corporation
2 Site property located at 12504 E. Whittier Boulevard, Whittier,
3 California ("the Site"). This Order requires the Respondents to
4 undertake and complete removal activities to abate an imminent
5 and substantial endangerment to the public health and welfare or
6 the environment that may be presented by the actual or threatened
7 release of hazardous substances at or from the Site.

8 PARTIES BOUND

9 This Order applies to and is binding upon Respondents
10 and Respondents' heirs, receivers, trustees, successors and
11 assigns. Any change in ownership or corporate status of
12 Respondents including, but not limited to, any transfer of assets
13 or real or personal property shall not alter such Respondents
14 responsibilities under this Order. Respondents are jointly and
15 severally liable for carrying out all activities required by this
16 Order. Compliance or noncompliance by one or more Respondents
17 with any provision of this Order shall not excuse or justify
18 noncompliance by any other Respondent. Respondents shall ensure
19 that their contractors, subcontractors, and representatives
20 comply with this Order. Respondents shall be responsible for any
21 noncompliance.

22 FINDINGS OF FACT

23 Based on available information, including the
24 Administrative Record in this matter, U.S. EPA hereby finds:

25 1. Site Description/Location

26 The Omega Chemical Corporation Site is located at
27 12504 E. Whittier Boulevard, Whittier, California. Omega
28 Chemical Corporation is a spent solvent recycling and treatment
29 facility (primarily chlorinated hydrocarbons and chlorinated
30 fluorocarbons) which operated from 1976 until at least 1991.
31 Omega utilized a variety of chemicals, thermal and physical
32 treatment processes to recycle and reduce wastes. Drums and bulk
33 loads of waste solvents and chemicals from various industrial
34 activities were processed to produce commercial products. Waste
35 generated from the treatment activities included still bottoms,
36 aqueous fractions, and non-recoverable solvents.

37 The Site is approximately 40,000 square feet and
38 is comprised of two buildings, a warehouse (150 by 160 feet) and
39 an administrative building (80 by 30 feet) surrounded by a
40 service yard. Waste management units located at the facility
41 include drum storage areas, storage tanks, and distribution
42 towers. The two drum storage areas contain approximately 3,000,
43 55-gallon drums that contain wastes and are supported on wooden
44 pallets and stacked in rows three drums high. There are five,
45 5,000 gallon above ground storage tanks, allegedly containing

1 residual process sludge located in the western portion of the
2 property. The tanks sit on a concrete pad and are surrounded by
3 low walls. In addition, partially dismantled process equipment,
4 and numerous cylinders of various sizes and other treatment units
5 are located throughout the Site.

6 The service yard appears to be paved with
7 concrete. The drums storage areas consist of two large concrete
8 pads. Prior to 1989, it is alleged that the storage areas were
9 unpaved or paved with asphalt that was not impervious to
10 hazardous waste migration. Ground beneath the tank storage area
11 in the southwest corner of the facility was noted as having a
12 deteriorating asphalt base during an April 1985 California
13 Department of Health Services ("DHS") inspection for Interim
14 Status Document Compliance. At the present, the concrete is
15 cracked in some areas and has saw-cut joints for expansion.
16 There are sumps located at the facility which may have served as
17 points of collection for surface runoff. The west, east, and
18 south boundaries of the property are enclosed with a concrete
19 block wall approximately 2 feet high. The concrete and interior
20 fences of the containment walls are not protected with chemical-
21 resistant coating. The facility's fence is only 4 feet high
22 along the northeast boundary and allows easy access to teenagers
23 and other persons who congregate at numerous public facilities in
24 the area.

25 The Site is located in the City of Whittier, a
26 community of approximately 77,000 people. The Site comprises a
27 mix of industrial, commercial, and residential property. The
28 area is zoned heavy industrial M-1; however, there is a public
29 skating rink located adjacent to the east of the Site and Kaiser
30 Hospital to the west. Residential areas are located across the
31 street to the south and there are three elementary schools and
32 two high schools within a one-mile radius of the facility. There
33 are several additional elementary schools, public parks, and
34 Whittier College located between one and two miles from the Site.

35 2. Respondents

36 Respondent Omega Chemical Corporation is a
37 corporation incorporated under the laws of California.
38 Respondent Omega Chemical Corporation holds title to the property
39 located at 12504 E. Whittier Boulevard, Whittier, California.
40 Omega Chemical Corporation operated the Site from in or about the
41 years from 1976 to at least 1991.

42 Respondent Dennis O'Omeara is an individual who
43 resides in the State of Nevada. Mr. O'Omeara is the President of
44 Omega Chemical Corporation and operated the Site in or about the
45 years from 1976 to at least 1991.
46

1 Based on California Department of Toxic Substance
2 Control's ("DTSC") computer database for hazardous waste
3 manifests, in or about the years from 1988 to 1991, the
4 Respondents identified in Appendix A arranged for disposal or
5 treatment, or arranged with a transporter for transport for
6 disposal or treatment of greater than ten (10) tons of hazardous
7 waste to the Omega Chemical Corporation Site.

8 3. Incident/Release Characteristics

9 The Omega facility operated as an off-site
10 hazardous waste treatment and storage facility under Interim
11 Status designation from 1976 until 1991. The facility's
12 contractors detected releases of RCRA wastes to soil and
13 groundwater in a 1983 study. The Omega Chemical Corporation
14 entered into an Administrative Order on Consent, U.S. EPA Docket
15 No. RCRA-09-91-0005 ("RCRA Order") to implement a RCRA facility
16 investigation and interim measures which was signed by EPA on
17 October 17, 1991. In 1991, the State of California brought a
18 civil action against Omega Chemical Corporation and Mr. Dennis
19 O'Meara; the President of Omega Chemical Corporation, in the
20 Superior Court for Los Angeles County, which resulted in the
21 Court ordering Omega to cease operations, remove all hazardous
22 waste and close the facility.

23 On August 27, 1993, at the request of the DTSC,
24 EPA Federal On-Scene Coordinator, Richard Martyn, tasked the
25 Technical Assistance Team ("TAT") to conduct a site assessment at
26 the Omega Site. During the assessment, TAT observed
27 approximately 2900 drums of hazardous wastes that entirely filled
28 all available storage space at the Site. The drums were situated
29 on pallets, sometimes three high and stacked in rows across the
30 Site. Many of the drums were weathered from years of outside
31 storage; however, only a few of the drums inspected displayed any
32 signs of gross deterioration or were leaking. The DTSC concern
33 at this time was to oversee implementation of a drum removal
34 action and site restoration activities. The conclusion reached
35 from the 1993 TAT assessment was that Omega represented a
36 significant waste management problem, however the State was
37 working with the owner/operator, and the Site should remain State
38 lead. Since that 1993 assessment, the DTSC and EPA's RCRA program
39 have been actively pursuing the owner/operator to perform a
40 cleanup of the property. The State of California brought a
41 contempt action against Omega Chemical Corporation and Mr.
42 O'Meara, and in January 1995, the Superior Court found Mr.
43 O'Meara and Omega in contempt of its orders and ordered that Mr.
44 O'Meara and Omega cease all operations at the Site and cooperate
45 fully in all efforts to investigate and implement appropriate
46 action at the site. The State brought a criminal action against
47 Mr. O'Meara, and at the end of March 1995, Mr. O'Meara plead
48 guilty to two felony counts of illegal storage and disposal.

1 In January 1995, DTSC again requested that EPA
2 provide assistance in reevaluating conditions at the Site.
3 Another preliminary assessment was conducted on January 19, 1995,
4 and the following conditions were observed at the facility: 1)
5 over 3,000 drums were observed stacked three high, some without
6 pallets between them; 2) a large majority of the drums appeared
7 to be extremely corroded; 3) numerous drums were observed
8 leaking onto other drums and onto the concrete pad; and 4)
9 numerous spills were observed leading away from the drums to
10 other parts of the property.

11 At a meeting held by the DTSC on February 1, 1995,
12 written notice of Federal Interest was issued to the owner and
13 operator and to a group of companies that sent waste to the site.
14 Since that meeting the owner/operator hired an environmental
15 contractor, overpacked 83 leaking 55-gallon drums and submitted a
16 workplan for the removal of the containers to the State and EPA
17 for comment. The State and EPA found the plan to be deficient
18 and sent comments to the owner/operator. On March 27, 1995, the
19 attorney representing the owner/operator indicated that the
20 owner/operator did not have the financial ability to implement
21 the work in compliance with EPA comments within the time frame
22 required by EPA's letter.
23

24 4. Quantities and Types of Substances Present

25 There are currently approximately 3,000 55-gallon
26 drums stored at the Site which contain hazardous waste. During
27 the overpacking conducted by Omega's contractor, IT Corporation,
28 the drums were initially hazcategorized to better document their
29 contents. Hazcatting revealed halogenated compounds and
30 hazardous waste characteristic of ignitability and corrosivity in
31 the drums. There is a comprehensive description of the
32 potential hazardous wastes handled at the Omega facility in the
33 Administrative Order on Consent (Docket No. RCRA 09-91-005) which
34 was signed by Omega Chemical. In its original RCRA Part A permit
35 application dated October 7, 1980, its revised RCRA Part A
36 application dated October 8, 1987 and its revised Notification of
37 Hazardous Waste activity dated September 24, 1990, Respondent
38 identified itself as handling the following hazardous wastes at
39 the Facility:

40 Hazardous wastes exhibiting the characteristics of
41 ignitability, corrosivity, reactivity, or toxicity
42 identified at 40 CFR 261.261.24: D001 through D029,
43 D035, D037, D038, D039, D040, and D043.

44 Hazardous waste from non-specific sources identified
45 at 40 CFR 261.31 and having the following EPA Hazardous
46 Waste Numbers: F001, F002, F003, F004, F005, F007,
47 F008, F008, F010, F011, F020, F022, F027, and F028

1 Hazardous waste from specific sources identified at
2 40 CFR 261.32 and having the following RCRA Hazardous
3 Waste Numbers: K001 through K043, K048 through K052,
4 K062, K083 through K086, K094 through K098, K101, K103,
5 K104 and K105.

6 Discarded commercial chemical products, manufacturing
7 chemical intermediates, off-specification commercial
8 products, or manufacturing chemical intermediates
9 having the following EPA Hazardous Waste Numbers: P001
10 through P122 (all P-series wastes).

11 Discarded commercial chemical products, manufacturing
12 chemical intermediates, off-specification commercial
13 products, or manufacturing chemical intermediates
14 having the following EPA Hazardous Waste Numbers:
15 U001 through U249 (all U-series wastes).

16 Hazardous waste process units that have been
17 identified at the Site, include the following items:

- 18 • 600 gallon storage tank (unknown contents)
- 19 • 20 gallons per hour incinerator
- 20 • 2,000 gallons per day pH modification chemical
21 treatment unit
- 22 • 2,000 gallons per day organic compounds reaction
23 chemical treatment unit
- 24 • 0.5 ton per hour thermal treatment unit
- 25 • 20,000 gallons per day low temperature oxidation
26 chemical treatment unit
- 27 • 2,000 gallons per day dewatering/drying physical
28 treatment unit
- 29 • 2,000 gallons per day distillation physical
30 treatment unit
- 31 • 3,000 gallons per day evaporation physical treatment
32 unit
- 33 • 2,000 gallons per day solidification/stabilization
34 physical treatment unit
- 35 • 200,000 gallon storage tank

1 5. Threats to the Public Health, Welfare, and
2 Environment

3 There is the potential for a spill or fire
4 involving halogenated solvents that could cause the release of
5 poisonous gases or cause groundwater pollution. There are
6 fire/explosion hazards associated with over a dozen
7 unmarked/unknown compressed gas cylinders, treatment tanks,
8 thermal destruction units and chemical reaction vessels, bulging
9 drums, liquid and crystalline solids, improper storage of
10 hazardous substances, and potential soil and groundwater
11 contamination. There is the potential for human endangerment due
12 to inadequate site security if the Site walls or fences are
13 breached.

14 Leaks and spills of various wastes have occurred
15 at the Omega facility resulting in documented contamination of
16 the soil and groundwater. Existing data from Omega's contractor
17 (ENSR, Report on Site Assessment Investigations at the Omega
18 facility, October 1988) indicate that groundwater contaminant
19 concentrations exceed removal action levels for drinking water
20 for methylene chloride, 1,1-dichloroethylene, 1,1,1-
21 trichloroethane, trichloroethylene, and tetrachloroethylene.
22 This report identifies significant concentrations of chlorinated
23 hydrocarbons in all the soil samples and the concentrations
24 appeared to increase with depth. As identified in the report,
25 the subsurface investigation and analytical results from the soil
26 and groundwater samples suggest that the soil and groundwater
27 contamination are directly related.

28 Methylene chloride is a suspected human carcinogen
29 (American Conference of Governmental Industrial Hygienists 1988-
30 1990).

31 Tetrachloroethylene ("PCE") is classified as a
32 human carcinogen. The Maximum Contaminant level (MCL) for
33 drinking water is 5 micrograms per liter. Up to 1030 micrograms
34 per liter of PCE was found in groundwater beneath the Site.

35 Trichloroethylene ("TCE") is classified as a
36 probable human carcinogen. The MCL for TCE is 5 micrograms per
37 liter. Up to 258 micrograms per liter of TCE was detected in
38 groundwater beneath the Site.

39 1,1-Dichloroethylene ("DCE") is classified as a
40 possible human carcinogen. The MCL for DCE is 6 micrograms per
41 liter. Upt to 1080 micrograms per liter of DCE was detected in
42 groundwater beneath the Site.

43 Chloroform is a suspected human carcinogen. Up to
44 24 micrograms per liter were found in groundwater below the site.

1 1,1,1-Trichloroethane ("Methyl chloroform") is
2 classified as a probable human carcinogen. The MCL for methyl
3 chloroform is 200 micrograms per liter. Up to 2080 micrograms
4 per liter were detected in groundwater beneath the Site.

5 CONCLUSIONS OF LAW

6 Based on the foregoing Findings of Fact and the
7 Administrative Record supporting this removal action, U.S. EPA
8 has concluded that:

9 6. The property on which Omega Chemical Corporation is
10 located at 12504 E. Whittier Boulevard, Whittier, California, is
11 a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C.
12 Section 9601(9).

13
14 7. Each Respondent is a "person" as defined by Section
15 101(21) of CERCLA, 42 U.S.C. Section 9601(21).

16 8. Respondent Mr. Dennis O'Meara is either a person
17 who at the time of disposal of any hazardous substances owned or
18 operated the Site within the meaning of Section 107(a)(2) of
19 CERCLA, 42 U.S.C. Section 107(a)(2) or who arranged for disposal
20 of hazardous substances at the Site within the meaning of Section
21 107(a)(3) of CERCLA, 42 U.S.C. Section 9607(a)(3).

22
23 9. Respondent Omega Chemical Corporation is the
24 current "owner" of the Site as defined by Section 101(20) of
25 CERCLA, 42 U.S.C. Section 9601(20) and owned or operated the Site
26 within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C.
27 Section 107(a)(2).

28
29 10. Each Respondent identified in Appendix A arranged
30 for disposal or treatment, or arranged for transport for disposal
31 or treatment of hazardous substances at the Omega Chemical
32 Corporation facility within the meaning of Section 107(a)(3) of
33 CERCLA, 42 U.S.C. Section 9607(a)(3).

34 11. Each Respondent is therefore a liable person under
35 Section 107(a) of CERCLA, 42 U.S.C. Section 9607.

36 12. Methylene chloride, Tetrachloroethylene ("PCE"),
37 Trichloroethylene ("TCE"), 1,1-Dichloroethylene ("DCE"), 1,1,1-
38 Trichloroethane ("Methyl chloroform"), characteristic hazardous
39 waste are hazardous substances as defined by Section 101(14) of
40 CERCLA, 42 U.S.C. Section 9601(14), and Section 302.4 of the
41 National Contingency Plan (NCP), 40 CFR Part 300.

42 13. The presence of hazardous waste in deteriorating
43 drums and the presence of Methylene chloride, Tetrachloroethylene
44 ("PCE"), Trichloroethylene ("TCE"), 1,1-Dichloroethylene ("DCE"),
45 and 1,1,1-Trichloroethane ("Methyl chloroform") in the soil and

119
125

Appendix E
192

1 groundwater constitutes an actual or threatened "release" as that
2 term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section
3 9601(22).

4 DETERMINATIONS

5 Based on the above Findings of Fact and Conclusions of Law,
6 the Director, Hazardous Waste Management Division, EPA Region IX,
7 has made the following determinations:

8 14. The actual or threatened release of hazardous
9 substances from the Facility may present an imminent and
0 substantial endangerment to the public health, welfare, or the
1 environment.

2 15. The actions required by this Order, if properly
3 performed, are consistent with the National Contingency Plan
4 ("NCP"), 40 CFR Part 300 and CERCLA; and are appropriate to
5 protect the public health, welfare, or the environment.

6 16. The conditions present at the Site constitute a
7 threat to public health, welfare, or the environment based upon
8 consideration of the factors set forth in the NCP at 40 CFR
9 Section 300.415(b). These factors include, but are not limited
0 to, the following:

1 a. Actual or potential exposure to hazardous substances
2 by nearby populations, animals, or food chain
3

4 A serious threat is the potential for an uncontrolled
5 reaction between highly incompatible and acutely toxic chemicals.
6 Large quantities of waste chlorinated solvents in deteriorating
7 drums along with numerous other hazardous wastes at the Site lie
8 in close proximity to each other. There is a significant risk of
9 failure of the drums, which would cause a subsequent release.
0 A fire involving the chlorinated solvents could cause a poisonous
1 gas release that would be a major public health threat to the
2 surrounding populated area.
3

4 b. Weather conditions that may cause hazardous substances
5 to migrate or be released
6

7 The weather conditions at the Site have greatly affected the
8 integrity of the drums and other containers. Many of the drums
9 have either failed or are about to fail based on the severe
0 corroding occurring. As the material is released from their
1 containers, wind and rain have spread these materials onto other
2 containers and across the Site where they could be discharged
3 into the surrounding streets, adjacent storm sewers, and
4 eventually into the local creeks and streams.
5

1 c. Actual or potential contamination of drinking water
2 supplies

3 Soil and groundwater samples taken by Omega's contractor in
4 1988 reveal the presence of hazardous contaminants in
5 concentrations that exceed established health-based criteria.
6 The subsurface investigation and analytical results from the soil
7 and groundwater samples suggest that the soil and groundwater
8 contamination are directly related. Deeper aquifers in the
9 vicinity are used for drinking water. The upper and lower
10 aquifers may be hydraulically connected. The city of Santa Fe
11 Springs operates three wells within three miles of the Site.
12

13 d. The unavailability of other appropriate Federal or
14 State response mechanisms to respond to the release

15 The California Department of Toxic Substances has formally
16 transferred this Site to the United States Environmental
17 Protection Agency. The State does not possess the necessary
18 resources to conduct site stabilization and further removal
19 activities at this time.

20 e. Hazardous substances or pollutants or contaminants in
21 drums, barrels, tanks, or other bulk storage containers
22 that may pose a threat of release

23 There are over 3,000 drums, numerous tanks, compressed gas
24 cylinders and hazardous waste treatment units currently located
25 at the Site. These containers have been stored at the Omega for
26 many years and are in very poor condition. Over 80 drums were
27 discovered leaking and required overpacking during February and
28 March of 1995, and there are many highly corroded drums where
29 failure is imminent. An unabated release of these materials into
30 the environment may pose a significant threat to the local
31 community.

32 f. High levels of hazardous substances or pollutants or
33 contaminants in soils at or near the surface, that may
34 migrate

35 Soil contamination has been detected directly below the drum
36 storage area and it is suspected that this is related to the
37 contamination of the groundwater.

38 g. Threat of fire and explosion

39 The materials present on the Site are highly flammable and
40 given the deteriorated condition of the containers, the lack of
41 adequate security and the dense population of surrounding area,
42 there is a significant threat of fire and explosion.

1

2
5
6

7
8
9
0
1
2
3
4
5

6
7
8
9
0
1
2
3
4
5
6
7
8
9
0
1
2
3

4
5
6
7
8
9
0
1

2
3
4
5
6
7

1 In the event U.S. EPA disapproves of a selected contractor, the
2 Respondents shall retain a different contractor to perform the
3 work, and such selection shall be made within two (2) business
4 days following U.S. EPA's disapproval.

5 21. Within three (3) calendar days after U.S. EPA
6 approval of the Phase I Work Plan, the Respondents shall commence
7 implementation of the Work Plan as approved or modified by U.S.
8 EPA. Within three (3) calendar days after U.S. EPA approval of
9 the Phase II Work Plan, the Respondents shall commence
10 implementation of the Phase II Work Plan as approved or modified
11 by U.S. EPA. Failure of any Respondent to properly implement all
12 aspects of the Phase I or Phase II Work Plan shall be deemed to
13 be a violation of the terms of this Order. The Phase I Work Plan
14 shall require the Respondents to perform, and complete within
15 sixty (60) calendar days after approval, at a minimum, the
16 removal activities identified in paragraphs (a-g). The Phase II
17 Work Plan shall require the Respondents to perform, and complete
18 within ninety (90) calendar days after approval, at a minimum,
19 the activities identified in paragraphs (h-i):

- 20 a. Immediately provide security and restrict access to the
21 Site and prevent any materials, equipment or any other
22 item from being removed from the Site without prior EPA
23 approval.
- 24 b. Provide security during removal operations.
- 25 c. Sample and characterize all drums, containers and
26 hazardous materials.
- 27 d. Perform air monitoring and sampling in accordance with
28 OSHA requirements during all phases of the removal
29 action, especially when there is a potential for
30 airborne releases of toxic air contaminants.
31 Operational controls such as dust suppression will be
32 used to abate fugitive dust emissions.
- 33 e. Remove or stockpile non-hazardous vehicles, equipment,
34 and debris to provide adequate space for response
35 operations.
- 36 f. Prepare all hazardous substances for proper
37 transportation for disposal, or where feasible,
38 alternative treatment or reuse/recycle options. The
39 above may include bulking of compatible waste streams,
40 direct shipment of materials appropriate for reuse,
41 recontainerization of materials into DOT specification
42 containers, lab packing small containers, solidification
43 of liquid wastes, and neutralization or other on-site
44 treatment of wastes.

- 1 g. Remove grossly contaminated equipment, structures and
2 debris for proper disposal in compliance with state and
3 federal regulations. Decontaminate structures pursuant
4 to applicable state and federal regulations and laws.
- 5 h. Conduct surface and subsurface soil sampling and
6 groundwater sampling to determine the nature and extent
7 of contamination.
- 8 i. Dispose, stabilize or treat grossly contaminated
9 concrete, asphalt and/or soils found at or near the
10 surface at the direction of the OSC.

11 22. The Respondents shall provide EPA with written
12 weekly summary reports. These reports should contain a summary
13 of the previous week's activities and up-coming activities.
14

15 23. Respondents shall inform EPA at least forty-eight
16 (48) hours prior to commencement of on-Site work.

17 24. All sampling and analysis shall be consistent with
18 the "Quality Assurance/Quality Control Guidance for Removal
19 Activities": "Sampling QA/QC Plan and Data Validation
20 Procedures," EPA OSWER Directive 9360.4-01, dated April, 1990.

21 25. Any hazardous substance, pollutant, or contaminant
22 transferred off-Site as a result of this Order must be taken to a
23 facility acceptable under the EPA Off-Site Disposal Policy (OSWER
24 Directive 9834.11, November 13, 1987) in accordance with CERCLA
25 Section 121(d)(3), 42 U.S.C. §9621(d)(3).

26 26. With five (5) days of receipt of this Order, the
27 Respondents shall designate a Project Coordinator. To the
28 greatest extent possible, the Project Coordinator shall be
29 present on site or readily available during site work. The U.S.
30 EPA has designated Richard Martyn as its On-Scene Coordinator.
31 The On-Scene Coordinator and the Project Coordinator shall be
32 responsible for overseeing the implementation of this Order. To
33 the maximum extent possible, communication between the
34 Respondents and the U.S. EPA, and all documents, reports, and all
35 other correspondence concerning the activities relevant to this
36 Order, shall be directed through the On-Scene Coordinator and the
37 Project Coordinator.

38 27. The U.S. EPA and the Respondents shall each have
39 the right to change their respective designated On-Scene
40 Coordinator or Project Coordinator. U.S. EPA shall notify the
41 Respondents, and Respondents shall notify U.S. EPA, as early as
42 possible before such a change is made, but in no case less than
43 24 hours before such a change. Notification may initially be
44 verbal, but shall promptly be reduced to writing.

1 28. The U.S. EPA On-Scene Coordinator shall have the
2 authority vested in an On-Scene Coordinator by the NCP, 40 CFR
3 Part 300, as amended, including the authority to halt, conduct,
4 or direct any work required by this Order, or to direct any other
5 response action undertaken by U.S. EPA or the Respondents.

6 29. No extensions to the above time frames shall be
7 granted without sufficient cause. All extensions must be
8 requested in writing, and shall not be deemed accepted unless
9 approved in writing, by U.S. EPA.

0 30. All instructions by the U.S. EPA On-Scene
1 Coordinator or his designated alternate shall be binding upon the
2 Respondents as long as those instructions are not clearly
3 inconsistent with the National Contingency Plan.

4 31. To the extent that the Facility, or other areas
5 where work under this Order is to be performed is owned by, or in
6 possession of, someone other than the Respondents, the
7 Respondents shall obtain all necessary access agreements. In
8 the event that after using their best efforts any Respondent is
9 unable to obtain such agreements, the Respondent shall
0 immediately notify U.S. EPA.

1 32. Respondents, Omega Chemical Corporation and Dennis
2 O'Meara, shall provide access to the Site and participate and
3 cooperate with the Respondents for the performance of the work
4 under this Order. The Respondents shall provide access to the
5 Site to U.S. EPA employees, contractors, agents, and consultants
6 at reasonable times, and shall permit such persons to be present
7 and move freely in the area in order to conduct inspections,
8 including taking photographs and videotapes of the Site, to do
9 cleanup/stabilization work, to take samples, to monitor the work
0 under this Order, and to conduct other activities which the U.S.
1 EPA determines to be necessary.

2 33. Nothing contained herein shall be construed to
3 prevent U.S. EPA from seeking legal or equitable relief to
4 enforce the terms of this Order, or from taking other legal or
5 equitable action as it deems appropriate and necessary, or from
6 requiring the Respondents in the future to perform additional
7 activities pursuant to CERCLA, 42 U.S.C. Section 9601, et seq.,
8 or any other applicable law.

9 34. The provisions of this Order and the directions of
0 the On-Scene Coordinator shall be binding on the employees,
1 agents, successors, and assigns of the Respondents.

2 35. The Respondents shall retain copies of all records
3 and files relating to hazardous substances found on the site for
4 six (6) years following completion of the activities required by

1 this Order and shall make them available to the U.S. EPA prior to
2 the termination of the removal activities under this Order.

3 36. The Respondents shall submit a final report
4 summarizing the actions taken to comply with this Order. The
5 report shall contain, at a minimum: identification of the
6 facility, a description of the locations and types of hazardous
7 substances encountered at the facility upon the initiation of
8 work performed under this Order, a chronology and description of
9 the actions performed, a discussion of how all problems were
10 resolved, a listing of quantities and types of materials removed
11 from the facility, a discussion of removal and disposal options
12 considered for any such materials, a listing of the ultimate
13 destination of those materials, and a presentation of the
14 analytical results of all sampling and analysis performed and
15 accompanying appendices containing all relevant paperwork
16 prepared during the action (e.g., manifests, invoices, bills,
17 contracts, permits). The final report shall also include the
18 total cleanup costs incurred for all removal activities and an
19 affidavit from a person who supervised or directed the
20 preparation of that report. The affidavit shall certify under
21 penalty of law that based on personal knowledge and appropriate
22 inquiries of all other persons involved in preparation of the
23 report, the information submitted is true, accurate, and complete
24 to the best of the affiant's knowledge and belief. The report
25 shall be submitted within thirty (30) days of completion of the
26 work required by this Order.

27 37. All notices, reports, and requests for extensions
28 submitted under the terms of this Order shall be sent by
29 certified mail, return receipt requested, and addressed to the
30 following:

31 one copy to: Richard Martyn
32 On-Scene Coordinator (H-8-3)
33 U.S. EPA
34 75 Hawthorne Street
35 San Francisco, CA 94105
36 (415) 744-2288
37

38 one copy to: John Jaros
39 Enforcement Officer (H-8-4))
40 U.S. EPA
41 75 Hawthorne Street
42 San Francisco, CA 94105
43 (415) 744-2316

44 38. If any provision of this Order is deemed invalid
45 or unenforceable, the balance of this Order shall remain in full
46 force and effect.

REIMBURSEMENT OF COSTS

39. Respondents shall reimburse EPA, upon written demand, for all response costs incurred by the United States in overseeing Respondents' implementation of the requirements of this Order. EPA may submit to Respondents on a periodic basis a bill for all response costs incurred by the United States with respect to this Order. EPA's itemized Cost Summary, or such other summary as certified by EPA, shall serve as the basis for payment.

40. Respondents shall, within 30 days of receipt of the bill, remit a cashier's or certified check for the amount of those costs made payable to the "Hazardous Substance Superfund" to the following address:

U.S. Environmental Protection Agency
Superfund Accounting
P.O. Box 360863M
Pittsburgh, PA 15251

41. Respondents shall simultaneously transmit a copy of the check to the Deputy Director, Hazardous Waste Management Division, U.S. EPA Region 9. Payments shall be designated as Response Costs - Omega Chemical Site and shall reference the payor's name and address, the EPA Site identification number and the docket number of this Order.

42. Interest at a rate established by the Department of the Treasury pursuant to 31 U.S.C. Section 3717 and 4 CFR Section 102.13 shall begin to accrue on the unpaid balance from the day after the expiration of the 30 day period notwithstanding any dispute or an objection to any portion of the costs.

MODIFICATIONS

43. Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 5 days; provided, however, that the effective date of the modification shall be the date of the OSC's oral direction.

44. The rest of the Order, or any other portion of the Order may only be modified in writing by signature of the Director of the Hazardous Waste Management Division. If Respondents seek permission to deviate from any approved plan or schedule, Respondents' Project Coordinator shall submit a written request to EPA for approval outlining the proposed modification and its basis.

45. No informal advice, guidance, suggestion, or comment by EPA regarding reports, plans, specifications,

1 schedules, or any other writing submitted by the Respondents
2 shall relieve the Respondents of their obligations to obtain such
3 approval as may be required by this Order, and to comply with all
4 requirements of this Order unless it is formally modified.

5 ACCESS TO ADMINISTRATIVE RECORD

6 46. The Administrative Record supporting the selection
7 of the response action for this site is available for review on
8 normal business days between the hours of 9:00 a.m. and 5:00 p.m.
9 in the Office of Regional Counsel, United States Environmental
10 Protection Agency, Region IX, 75 Hawthorne Street, 16th Floor,
11 San Francisco, California. If additional information becomes
12 available, EPA will revise the Administrative Record to reflect
13 such material. To review the Administrative Record contact Jan
14 Carlson at (415) 744-1395. A draft Index to the Administrative
15 Record is enclosed with the Order.

16 OPPORTUNITY TO CONFER

17 47. With respect to the actions required above, the
18 Respondents may have a conference with EPA at 10:00 am, May 24,
19 1995 at the following location:

20 Long Beach Public Library
21 101 Pacific Avenue
22 Long Beach, California
23 (310) 570-7500

24 Respondents may appear in person or be represented by an attorney
25 or other representative. Respondents may present any information
26 regarding this Order. Regardless of whether a conference is
27 held, Respondents may submit any information arguments or
28 comments in writing to EPA within 2 business days following the
29 conference, or within 7 business days of issuance of the Order if
30 no conference is requested. This conference is not an
31 evidentiary hearing, does not constitute a proceeding to
32 challenge this Order, and does not give Respondents a right to
33 seek review of this Order.

34 48. The Respondents are hereby notified that U.S. EPA
35 will take any action which may be necessary in the determination
36 of U.S. EPA for the protection of public health and welfare and
37 the environment, and Respondents may be liable under Section
38 107(a) of CERCLA, 42 U.S.C. Section 9607(a), for all past and
39 future costs of these government actions.

40 PENALTIES FOR NONCOMPLIANCE

41 49. The Respondents are advised pursuant to Section
42 106(b) of CERCLA, 42 U.S.C. Section 9606(b), that willful

1 violation or subsequent failure or refusal to comply with this
2 Order, or any portion thereof, may subject each noncomplying
3 Respondents to a civil penalty of up to \$25,000 per day for each
4 day in which such violation occurs, or such failure to comply
5 continues. Failure to comply with this Order, or any portion
6 thereof, without sufficient cause may also subject the
7 Respondents to liability for punitive damages in an amount three
8 times the amount of any cost incurred by the government as a
9 result of the failure of the Respondents to take proper action,
10 pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. Section
11 9607(c)(3).

12 COMPLIANCE WITH OTHER LAWS

13 50. The Respondents shall comply with all applicable
14 federal, state, and local laws and regulations in carrying out
15 the terms of this Order. As indicated above, all hazardous
16 substances removed from the Site must be handled in accordance
17 with the Resource Conservation and Recovery Act of 1976, 42
18 U.S.C. Section 6921, et seq., the regulations promulgated under
19 that Act, and Section 121(d)(3) of CERCLA, 42 U.S.C. Section
20 9621(d)(3).

21 ENDANGERMENT DURING IMPLEMENTATION

22 51. The Director, Hazardous Waste Management Division,
23 EPA Region IX, may determine that acts or circumstances (whether
24 related to or unrelated to this Order) may endanger human health,
25 welfare, or the environment, and as a result of this
26 determination, may order the Respondents to stop further
27 implementation of this Order until the endangerment is abated.

28 GOVERNMENT NOT LIABLE

29 52. The United States Government and its employees and
30 other representatives shall not be liable for any injuries or
31 damages to persons or property resulting from the acts or
32 omissions of the Respondents, their employees, contractors, or
33 other representatives caused by carrying out this Order. The
34 United States Government is not a party to any contract with the
35 Respondents.

EFFECTIVE DATE

53. The effective date of this Order is June 1, 1995
unless modified in writing by EPA.

THIS ORDER IS ISSUED on this 9th day of May, 1995.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

By: Keith Takk
Jeff Zelikson, Director
Hazardous Waste Management Division
United States Environmental Protection Agency
Region IX

Contacts:

Richard Martyn
On Scene Coordinator
Emergency Response Section (H-8-3)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-2288

John P. Jaros
Enforcement Officer
Removal Response Section (H-8-4)
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-2316

Janet R. Carlson
Assistant Regional Counsel (RC-3-1)
Office of Regional Counsel
United States Environmental Protection Agency
75 Hawthorne Street
San Francisco, CA 94105
(415) 744-1395

131
TST
Appendix E
204

APPENDIX A
PRP GENERATOR LIST

132
~~133~~

Appendix E
205

ABEX Aerospace Division
c/o Kilpatrick & Cody
Attn: Christopher Lyman
700 13th St. NW, Suite 800
Washington, D.C. 20005

ACC Casting Company
11126 Greenstone Avenue
Santa Fe Springs, CA 90670

AAD Distribution & Dry Cleaning
Attn: Harry Pourat
2306 E. 38th Street
Vernon, CA 90058

Air Products & Chemicals, Inc.
Attn: Todd Solodar
7201 Hamilton Blvd.
Allentown, PA 18195-1501

Alcoa Electronic Packaging, Inc.
c/o Leboeuf, Lamb, Green, & McRae
Attn: Patricia A. Shaw
601 Grant Street
Pittsburgh, PA 15219-1819

Alpha Therapeutic
Attn: Edward McQueeney
5555 Valley Blvd.
Los Angeles, CA 90032

Amcast Aerospace
11000 Jersey Blvd
Rancho Cucamonga, CA 91730

ANJA Engineering Corporation
c/o Scripto Tokai Corporation
Attn: Fred Ashley
11591 Etiwanda Ave.
Fontana, CA 92335

Applied Air Engineering Ind., Inc.
Attn: Dennis H. Larkin
13217 Barton Circle
Whittier, CA 90605-3255

Applied Magnetics Corp.
Attn: Don W. Nelson
75 Robin Hill Road
Goleta, CA 93117

Applied Micro Circuits Corp.
Attn: Joel O. Holliday
6195 Lusk Blvd.
San Diego, CA 92121-2793

Applied Micro Circuits Corp.
5502 Oberlin Drive
San Diego, CA 92121

Appropriate Technologies II, Inc.
Attn: Thomas C. Vernon
5964 LaPlace Court, Ste 150
Carlsbad, CA 92008

Appropriate Technologies II, Inc.
1700 Maxwell Road
Chula Vista, CA 92011

Appropriate Technologies II, Inc.
750 Design Court, # 105
Chula Vista, CA 91911

Arion, Inc., Adhesives/Film Div.
Attn: Gary V. Taylor
2811 South Harbor Blvd.
Santa Ana, CA 92704-5805

Armor All Products Corp.
4030 W. Chandler Ave.
Santa Ana, CA 92704

Artesia Manufacturing Co.
350 W. Manville
Compton, CA 90220

Avery Dennison
Attn: Robert Hamilton
1616 South California Ave.
Monrovia, CA 91016-4622

BASF Structural Materials, Inc.
1440 N. Kraemer Blvd.
Anaheim, CA 92806

Baxter/Bentley Lab. Inc.
c/o Latham & Watkins
Attn: Robin Hulshizer
633 West 5th Street
Los Angeles, CA 90071-2007

Bio Science Enterprises
c/o SmithKline Beecham Corporation
Attn: Paul Noll
One Franklin Plaza (FP 2225)
200 North 16th Street
Philadelphia, PA 19102

Bonneville Pacific Corp.
Attn: Todd L. Witwer
50 West 300 South, Ste 600
Salt Lake City, UT 84101

133 Appendix E
A-137 206

Bonneville Pacific Corp.
7325 South Hanson Way, P.O. Box 5699
Santa Maria, CA 93456

Bonanza Aluminum Corp.
11711 Pacific Ave.
Fontana, CA 92335

Bonanza Aluminum Corp.
1420 South Bon View
Ontario, CA 92335

Broadway
Attn: Lon B. Novatt, Senior Counsel
3880 North Mission Road
Los Angeles, CA 90031

Brown, Burr
Attn: Gary C. Tucker, General Counsel
P.O. Box 11400
Tucson, AZ 85734

Brown, Burr
6730 South Tucson Blvd.
Tucson, AZ 85607

Cabrillo Boat
Attn: Mr. Holland
Berth 41
San Pedro, CA 90731

California Mart
Attn: Rick McNeil
840 Newport Center Dr., Ste 500
Newport Beach, CA 92660-6324

California Mart
110 East 9th Street, Suite #A-727
Los Angeles, CA 90079

CAL TRANS
Attn: Gerald Costello
865 S. Figueroa, Ste 400
Los Angeles, CA 90017

CAL TRANS
Attn: Gary Winters
650 Howe Avenue, Suite 400
Sacramento, CA 95825

Celite Corp. (Lompoc Plant)
c/o Manville Corp.
Attn: Bruce Ray
717 17th Street
P.O. Box 5108
Denver, CO 80202

Central Heating Plant
301 North Broadway
Los Angeles, CA

Century Laminators
Attn: Shelly Davis
1225 Knollwood Circle
Anaheim, CA 92801

Century Laminators
Attn: Shelly Davis
1182 Knollwood Circle
Anaheim, CA 92801

Chatsworth Plating Co.
8865 Canoga Ave.
Canoga Park, CA 91304

Chem Waste Manager
Attn: P.B. Walker,
Senior Environmental Counsel
2400 W. Union Ave., Ste 200
Englewood, CO 80110

Chem Waste Management
c/o Waste Management Inc.
Attn: Steve Richtel
3900 S. Wadsworth Blvd., Ste. 800
Lakewood, CO 80235

Cherokee International, Inc.
c/o Obrien, Gazin, & Peterson
Attn: Tom Peterson
611 Anton Blvd. Ste. 120
Costa Mesa, CA 92626

City of Santa Maria
City Attorney's Office
Attn: Wendy Stockton
204 East Cook Street
Santa Maria, CA 93454-5190

Coast to Coast Analytical Services
Attn: A.G. Baker
Safety and Loss Control
1704 W. North "A" Street
Tampa, FL 33606

Coatings Resource Corp.
12236 Cost Drive
Whittier, CA 90601

Columbia Showcase & Cabinet Co.
11034 Sherman Way
Sun Valley, Ca 91352

134
A-2 140 Appendix E
207

Computer Coating Co.
15607 New Century Drive
Gardena, CA 90247

Continental Airlines
Attn: Terri Ann Port, Env. H&S
for Plating Shops
15333 John F. Kennedy Blvd., Ste. 212
Houston, TX 77032

Coral Chemicals
Attn: Louis Caldarelli
10109 Shoemaker Ave.
Santa Fe Springs, CA 90670

Crosby & Overton - Plant #1
Attn: Michael Shloub
1610 West 17th Street
Long Beach, CA 90813

Crosby & Overton - Plant #1
Attn: Michael Shloub
1619 West 16th Street
Long Beach, CA 90813

Curtis Technology
11391 Sorrento Valley Road
San Diego, CA 92121

Cytec Industries, Inc.
1440 N. Kraemer Blvd
Anaheim, CA 92806

Datatronics, Inc.
Attn: Mark Robinson
238151 Hwy 74
Romoland, CA 92585

Datatronics, Inc.
P.O. Box 1398
Romoland, CA 92380

Deutsch Co. Electronic Components
c/o Folger & Levin
Attn: Scott Bowen
1900 Ave. of the Stars, Ste. 2800
Los Angeles, CA 90067

Discovision Associates
915 E. 23rd Street
Carson, CA 90745

Discovision Associates
915 E. 230th Street
Carson, CA 90745

Diversey Wyandotte Corp.
Attn: David E. Barr, Esq.
12025 Tech Center Drive
Livonia, MI 48150-2122

Diversey Wyandotte Corp.
P.O. Box 2147
Los Nietos, CA 90610

Dond-Well Adhesives, Inc.
1171 N. Tustin Ave.
Anaheim, CA 92807

Eaton Corp./MSC Products
Attn: Mark Tennison
1640 Monrovia Ave.
Costa Mesa, CA 92627

Eaton Corp./MSC Products
Attn: Scott Allery
1111 Superior Avenue
Cleveland, OH 44114

Federal Envelope Company
c/o CC Industries, Inc.
Attn: Tamara Stewart
222 North LaSalle St., Ste. 1000
Chicago, IL 60601

Film Salvage Co.
4901 Exposition Blvd.
Los Angeles, CA 90016

Film Salvage Co.
P.O. Box 2507
Pomona, CA 91769

Film Salvage Co.
3602 Crenshaw Blvd.
Los Angeles, CA 90016

Forest Products
4315 Dominguez Road
Rockaw, CA 95677

GAF
11800 Industry Ave.
Fontana, CA 92336

Gamma F Corp.
Attn: Philip Yan
3051 Fujita Street
Torrance, CA 90505

Gamma F Corp.
3111 Fujita Street
Torrance, CA 90505

135
A-3 H H Appendix E
208

GATX Terminals Corp.
Attn: J. Michael Martin
2000 E. Sepulveda Blvd.
P.O. Box 9007
Long Beach, CA 90810-1937

The Geon Company
Attn: Lee Larson
6100 Oak Tree Blvd.
Independence, OH 44131

George Industries, Inc.
Attn: Claire Gering
4116 Whiteside Street
Los Angeles, CA 90063

Golden West Refining Co.
Attn: Vincent LaPore III
13539 E. Foster Road
Santa Fe Springs, CA 90670

Golf Products USA
7350 E. Compton Blvd
Paramount, CA 90723

Golf Products USA
15125 Garfield Avenue
Paramount, CA 90723

Great Western Chemical Co.
Attn: Lee R. Zimmerli
808 Southwest Fifteen Ave
Portland, OR 97205

GSF Energy, Inc.
Attn: Todd Solodar
7201 Hamilton Blvd.
Allentown, PA 18195-1501

Gulfstream Aerospace Corp.
Attn: William D. Sherrod
500 Gulf-Stream Rd.
P.O. Box 2206, M/S D-02
Savannah, GA 31402-2206

Harpers
2027 Harpers Way
Torrance, CA 90501

Hexfet America
Attn: Jeff Lequia
41915 Business Park Drive
Temecula, CA 92590

Hexfet America
233 Kansas Street
El Segundo, CA 90245

High Voltage Trans Services Co.
Attn: Bernice A. DeKay
360 N. Palm Street
Brea, CA 92621

Hitachi Consumer Products, Inc.
Attn: Matthew Clark, Esq.
3890 Steve Reynolds Blvd.
Norcross, GA 30093

Hitachi Consumer Products, Inc.
901 East South Street
Anaheim, CA 92806

HITCO Materials Division
c/o BP America Inc.
Attn: Jack Litmer
200 Public Square, 39-E
Cleveland, OH 44114-2375

Huck Mfg. Company
Attn: Keith Petrus
6 Thomas
Irvine, CA 92718

Huck Mfg. Company
P.O. Box 5258
Carson, CA 90749

Hughes Missile System
c/o General Dynamics
Attn: Gerry Hardacre
3302 Pacific Highway (MZ 88-2520)
San Diego, CA 92101

Hughes Network Systems
3033 Science Park Drive
San Diego, CA 92121

Hughes Network Systems
4128 Sorrento Valley Blvd.
San Diego, CA 92121

Jan-Kens Enameling Co., Inc.
Attn: Greg Sinatra
715 E. Cypress
Monrovia, CA 91016

Jet Propulsion Lab Charles L. Buri
4800 Oak Grove Drive
Pasadena, CA 91109-8099

Johnson Dielectrics, Inc.
P.O. Box 6456
Burbank, CA 91505

136 Appendix E
147 209
A-4

KC Photo Engraving
Attn: Michael Curley
2666 E. Nina Street
Pasadena, CA 91107

Kester Solder Company
Attn: Dan Hall
1730 N. Orangethorpe Park
Anaheim, CA 92801

Litton Industries, Inc.
Attn: Raymond F. Kirkman
for Kester Solder Company
360 North Crescent Drive
Beverly Hills, CA 90210-4867

Kimberly Clark Corp.
Attn: Lynn Bailey
2001 East Orangethorpe Ave.
Fullerton, CA 92634

LA Health Services
Attn: Olive View Hospital
7533 Van Nuys Blvd.
Van Nuys, CA 91405

City of Los Angeles Dept. of Airports
Attn: Maurice Z. Laham
Environmental Manager
for L.A. International Airport
7411 World West Way, P.O. Box 92216
Los Angeles, CA 90009-2216

Le Van Specialty Co.
14923 Proctor Ave.
City of Industry, CA 91746

Lear Siegler, Inc.
2910 E. Ana Street
Compton, CA 90221

Luxfer USA Ltd.
c/o Alcan Aluminum Corp.
Attn: John Tillman
100 Erieview Plaza, 17th Floor
Cleveland, OH 44114

Fresno Unified School District
Attn: Lyn Peters
for Maintenance Department
717 South Seventh Street
Fresno, CA 93702

Manufacturing Tech, Inc.
2226 Goodyear Avenue
Ventura, CA 93003

Marvin Electric Mfg. Co., Inc.
c/o Latham & Watkins
Attn: Michael Feeley
633 W. Fifth St., Ste. 4000
Los Angeles, CA 90071-2007

Maxwell Laboratories, Inc.
Attn: Dean Charles
8888 Balboa Ave.
San Diego, CA 92123

May Company Services Center
3447 Grand Ave
Los Angeles, CA 90114

McDonnell Douglas Helicopter Co.
Attn: David Cohen
10775 Business Center Drive
Cypress, CA 90630

MCP Foods (Firmenich)
c/o Dorsey & Whitney, P.L.L.P.
Attn: Jeffrey L. Sikkema
650 Town Center Drive, Ste 1930
Costa Mesa, CA 92626-1925

MCP Foods (Borden)
c/o Sidley & Austin
Attn: Judith Praitis
555 West Fifth St., Ste. 4000
Los Angeles, CA 90013

MD Pharmaceutical, Inc.
Attn: Edward Griffith
3130 S. Harbor Blvd., Ste. 320
Santa Ana, CA 92704

Metropolitan Water District (MWD)
Attn: Jeffery T. DeZellar, P.E.
P. O. Box 54153
Los Angeles, CA 90054-0153

Mica Corp.
3530 Hayden Ave.
Culver City, CA 90230

Mica Corp.
8536 National Blvd.
Culver City, CA 90230

Mico West
c/o Sedgewick, Detert, Moran & Arnold
Attn: Jeffrey Smith
801 S. Figueroa St., 18th Floor
Los Angeles, CA 90017-5556

137 Appendix E
A-5 ~~14~~ 210

Microelectronic Packaging Inc.
Attn: David Hinkle
9350 Trade Place
San Diego, CA 92126

Montgomery Tank Lines
Attn: Robert Kasak
3108 Central Drive
Plant City, FL 33567

Montgomery Tank Lines
Attn: Robert Kasak
2900 Lynwood Road
Lynwood, CA 90262

National Broadcasting Co.
Attn: Tracy Rich
3000 West Alameda Ave.
Burbank, CA 91523

AT&T Global Info Solutions Co.
Attn: Kimberly Walsh
for NCR Corp./Eng. & Mfg.
101 W. Schantz Ave.
Dayton, OH 45479

NCR Corp./Eng. & Mfg.
16550 West Bernardo Drive
San Diego, CA 92127

OHLINE, Inc.
Attn: Mario J. Ramos
1930 West 139th Street
Gardena, CA 90249

Pacesetters Systems, Inc.
c/o Siemens Corporation
Attn: Mary Stockel
1301 Ave. of the Americas
New York, NY 10019

Pacific Gas & Electric
Attn: Beverly Z. Alexander, Esq.
P.O. Box 7442
San Francisco, CA 94120

Pacific Gas & Electric
Attn: Victor Furtado
P.O. Box 7640
San Francisco, CA 94120

Pacific Gas & Electric
Attn: John Busterud
P.O. Box 770000, B31A
San Francisco, CA 94177

Pacific Bell
Attn: Irene E. Soto.
Environmental Manager
2600 Camino Ramon, Rm 2E150
San Ramon, CA 94583

Pacific Bell
Attn: Carolyn S. Attkisson, Esq.
2600 Camino Ramon, Rm 2W953
San Ramon, CA 94583

Pacific Telephone and Telegraph
170 North Fair Oaks, #104
Pasadena, CA 91103

Paradise Beacon
5581 Paradise Blvd.
Corte Madera, CA 94925

Para Plate
15910 Shoemaker
Cerritos, CA 90701

Para Plate
3242 East Olympic Blvd.
Los Angeles, CA 90023

Penske Truck Leasing
2901 Sunol Drive
Vernon, CA

Petroleum Testing Services, Inc.
12051 Rivera Road
Santa Fe Springs, CA 90670

Plastic Materials, Inc.
3033 W. Mission Road
Alhambra, CA 91803

Polymer Industries, Inc.
444 Athol Street
San Bernardino, CA 92401

Pope and Talbot
48513 Highway 58
Oakridge, OR 97463

Printed Circuits Unlimited
Attn: Christopher J. Lamb
8786 Industrial Lane
Rancho Cucamonga, CA 91730

Puritan Bennett Corp.
Attn: Beverlee Roper
2200 Faraway Ave.
Carlsbad, CA 92008

Puritan Bennett Corp.
2310 Camino Vida Roble
Carlsbad, CA 92008

Quad Chemical Corp.
c/o Lonza Inc.
Attn: Jim Porvin
20851 South Santa Fe Ave.
P.O. Box 1500
Long Beach, CA 90801

Quality Fabrication, Inc.
Attn: Johnson Boru
21045 Osborne Street
Canoga Park, CA 91304

Raytheon Magnetic Systems Div.
c/o Raytheon Co., Dept. 9210
Attn: Gary R. Cox
6380 Hollister Ave.
Goleta, CA 93117-3197

Reed & Graham, Inc.
Attn: Leonard Lumby
690 Sunol Street, P.O. Box 5940
San Jose, CA 95150

Reichold Chemical, Inc.
c/o Paul, Hastings, Janofsky & Walker
Attn: Keith F. Millhouse
555 S. Flower St., 23rd Floor
Los Angeles, CA 90071

Resinart Corp.
Attn: Gary Uecker
1625 Placentia Ave.
Costa Mesa, CA 92627

Riker Lab, Inc. (3M)
c/o Latham & Watkins
Attn: Michael Feeley
633 W. Fifth St., Ste. 4000
Los Angeles, CA 90071-2007

Robinson Prezioso, Inc.
Attn: George Nichol
10950 Dale Street
Stanton, CA 90680

S & R Sweeps
P.O. Box 2579
Danville, CA 94526

Safety-Kleen Corp.
c/o Latham & Watkins
Attn: Robin Hulshizer
633 W. Fifth St., Ste. 4000
Los Angeles, CA 90071-2007

Southern California RTD
c/o LA Metro Transit Authority
Attn: Ronald Stamm
818 W. 7th Street, 4th Floor
Los Angeles, CA 90017

Shell Oil Company
Attn: Thomas W. Kearns
One Shell Plaza, Rm 4876
P.O. Box 2463
Houston, TX 77252-2463

Shell Oil Company
for Martinez Mfg. Complex
P.O. Box 711
Martinez, CA 94553

Sierracin Corporation
Attn: Patricia Sprouse
12780 San Fernando Road
Sylmar, CA 91342

Signet Armorlite, Inc.
1001 Armorlite Drive
San Marcos, CA 92069

Rodgers Corp.- Soladyne Div.
Attn: Robert F. Lee
One Technology Drive
Rogers, CT 06263

Rodgers Corp.- Soladyne Div.
7447 Convoy Ct.
San Diego, CA 92111

Southern California Edison
Attn: Dawn L. Wilson
2244 Walnut Grove Avenue
P.O. Box 800
Rosemead, CA 91770

Southern Pacific Transportation Co.
Attn: David W. Long, Esq.
One Market Plaza
San Francisco, CA 94105

Honeywell, Inc.
Attn: Stacy L. Bogart
for Sperry Aerospace & Marine Group
Honeywell Plaza (MN12-8251)
2701 4th Ave. South
Minneapolis, MN 55408-1792

A-7

139
+45

Appendix E
212

Structural Composites Industries
c/o Taylor-Wharton Gas Equipment
Attn: Frank Henderson
2004 US 92 East
P.O. Drawer "A"
Plant City, FL 33566

Supracote, Inc.
Attn: John Koenig, Environmental Manager
11200 Arrow Route
Rancho Cucamonga, CA 91730-4805

Swedlow, Inc.
Attn: Charles E. Whisonant, Esq.
1201 Dove Street, Ste 370
Newport Beach, CA 92660

Swedlow, Inc.
12122 South Western Avenue
Garden Grove, CA 92642

Teledyne, Inc.
Attn: Marney Buchanan, Esq.
1901 Avenue of the Stars, Ste 1800
Los Angeles, CA 90067-6046

Texaco Research Lab
c/o Texaco, Inc.
Attn: Gordon Turi
10 Universal City Plaza, Room 710
Universal City, CA 91608-1097

Todd Pacific Shipyards
Attn: Allen Rainsberger
1801 16th Ave., SW
Seattle, WA 98124

Transamerican Plastics Corp.
Attn: Shashank Patel
5601 East Santa Ana Street
Ontario, CA 91761

Treasure Chest Advertising, Inc.
Attn: Harry Jones
3440 Brownsmill Road, SE
Atlanta, GA 30354

Chem Tech Systems
Attn: Jaqualyn D. Forrest
for Trinle J. Pacification Facility
3650 East 26th Street
Los Angeles, CA 90023

Troy Lighting, Inc. - Tiffany Div.
16815 Johnson Drive
City of Industry, CA 91744

Troy Lighting, Inc. - Tiffany Div.
14625 East Clark Avenue
City of Industry, CA 91746

Tubing Seal & Cap
Attn: John A. Draxler
601 South Vincent Ave.
Azusa, CA 91702

Unocal Corporation-Santa Maria Refinery
Attn: Rajeev Sane
1201 West 5th Street
Los Angeles, CA 90051

United Parcel Services
c/o Morrison & Foerster
Attn: Kimberly Bick
19900 MacArthur Blvd.
Irvine, CA 92715-2443

Universal City Studios, Inc.
c/o Gilchrist & Rutter
Attn: Donald Nanney
1299 Ocean Ave., Ste. 900
Santa Monica, CA 90401

University of California -
Irvine, Los Angeles, San Diego
c/o Regents of University of California
Office of General Counsel
Attn: Elyse Axell
300 Lakeside Drive, 7th Floor
Oakland, CA 94612-3565

Urethane Industries
550 W. Crowther Avenue
Placentia, CA 92670

Van Waters & Rogers
Attn: Allan Bakalian
6100 Carillon Point
Kirkland, WA 98033

Velie Circuits, Inc.
1267 Logan Avenue
Costa Mesa, CA 92626

Ventura Towne House
Attn: Frank J. Drabickas
4900 Telegraph Road
Ventura, CA 93003

W & B Marketing-Alumiframe
Attn: Ken Klein
12730 Raymar Street
North Hollywood, CA 91605

Walt Disney Co.
Attn: Robert A. Antonoplis
500 South Buena Vista Street
Burbank, CA 91521

Weber Aircraft
c/o Thelen, Marrin, Johnson & Bridges
Attn: Shea Lukacsko
333 South Grand Ave., Ste. 3400
Los Angeles, CA 90071

Western Metal Decorating Co.
Attn: Scott Brotzman
8875 Industrial Lane
Rancho Cucamonga, CA 91730

Whittier City Yard
Attn: Tom Mauk
13230 Penn Street
Whittier, CA 90602

A-9

141 Appendix E
~~147~~ 214

APPENDIX B

OMEGA CHEMICAL CORPORATION
AND
DENNIS O'MEARA

142 Appendix E
~~143~~ 215

Omega Chemical Corporation
12504 East Whittier Blvd.
Whittier, CA 90602

Dennis O'Meara
12504 East Whittier Blvd.
Whittier, CA 90602

B-1

143
~~147~~

Appendix E
216

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
*** Draft Administrative Record Index ***

| DOC # | CU | AR # | DATE yy/mm/dd | AUTHOR | ADDRESSEE | SUBJECT |
|------------|-----|---------|------------------|--|---|---|
| 1110-00012 | RV1 | 00-0001 | 81/06/29 | Leon Directo Los Angeles County - Sanitation Districts | Clyde Haight City of Whittier | Ltr: Industrial wastewater discharge permit #0513, 1981 & 1987 amendments & analysis, w/attchs & TL to K Lawrence fr D O'Meara 2/8/95 (faxed 2/8/95) |
| 1110-00002 | RV1 | 00-0002 | 81/10/06 | Harvey Collins CA Dept of Health Services | Omega Chemical Corp | Interim status document (attch A) |
| 1110-00003 | RV1 | 00-0003 | 85/06/26 | Brian Villalobos LeRoy Crandall & Assoc | Steve Simpson Omega Chemical Corp | Ltr: Investigation of subsurface soil contamination at tank farm at site, w/map, boring log & sampling & analysis data |
| 1110-00005 | RV1 | 00-0004 | 87/08/26 | David Lloyd Leighton & Assoc, Inc | Paul Hendricks Darling, Wold & Agee | Ltr: Results of lab analysis performed on soil samples collected after removal of underground tank on Fred R Rippey Trust property, w/maps & apps A & B |
| 1110-00006 | RV1 | 00-0005 | 87/10/08 | Dennis O'Meara Omega Chemical Corp | Environmental Protection Agency - Region 9 | Hazardous waste permit applications, w/supplements |
| 1110-00007 | RV1 | 00-0006 | 88/02/02 | Charles Keller Environmental Research & Technology, Inc | Michael Ashby Thomson & Nelson | Ltr: Rpt on soil vapor survey of Fred R Rippey Trust real property, w/maps & soil gas survey results (draft) |
| 1110-00009 | RV1 | 00-0007 | 88/10/00 | Paul Miller ENSR Consulting & Engineering | Thomson & Nelson | Rpt on site assessment investigations |
| 1110-00008 | RV1 | 00-0008 | 91/10/03 | Jeff Zelikson Environmental Protection Agency - Region 9 | Omega Chemical Corp | Administrative order on consent in matter of Omega Chemical Corporation, respondent, w/table of contents & attchs 1-5 |
| 1110-00029 | RV1 | 00-0009 | 92/01/01 | CA Environmental Protection Agency - Dept of Toxic Substances Control | | List of generators with contributions more than 10 tons between 1/1/88 & 1/1/92, w/TL to J Jaros fr S Amirebrahimi 2/2/95 (faxed 2/2/95) |
| 1110-00018 | RV1 | 00-0010 | 92/01/05 | Dennis O'Meara Omega Chemical Corp | Environmental Protection Agency - Region 9 | Interim measures workplan, w/inspection plan of 10/29/90 (appendix E) |

144
150 Appendix E
217

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
*** Draft Administrative Record Index ***

| DOC # | CU | AR # | DATE yy/mm/dd | AUTHOR | ADDRESSEE | SUBJECT |
|------------|-----|---------|------------------|--|---|--|
| | | | | Inc | | health & safety plan & section 13-blank site-specific health & safety plan summary, w/TL to K Lawrence fr M Soft (faxed) |
| 1110-00026 | RV1 | 00-0023 | 95/02/08 | International Technology Corp | Omega Chemical Corp | Corrected workplan for drum storage stabilization & 2 pp for health & safety plan, w/TL to K Lawrence fr J Stapleton (faxed) |
| 1110-90007 | RV1 | 00-0024 | 95/02/08 | Mike Schuennessen Ecology & Environment, Inc | Kathryn Lawrence Environmental Protection Agency - Region 9 | Memo: Review of drum storage stabilization health & safety plan (faxed) |
| 1110-90008 | RV1 | 00-0025 | 95/02/08 | Dennis O'Meara Omega Chemical Corp | Kathryn Lawrence Environmental Protection Agency - Region 9 | Ltr: Omega has on-site personnel to maintain security & integrity of site on 24-hour basis 7 days a week & will respond to emergency (faxed) |
| 1110-90011 | RV1 | 00-0026 | 95/02/08 | Kathryn Lawrence Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Review & acceptance of revised final workplan & health & safety plan section 17 Corp submitted 2/8/95, w/stipulation agreement signature page |
| 1110-90012 | RV1 | 00-0027 | 95/02/08 | International Technology Corp | | Corrected workplan, w/TL to K Lawrence fr J Stapleton (faxed) |
| 1110-90014 | RV1 | 00-0028 | 95/02/08 | Kathryn Lawrence Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Review of revised draft workplan & health & safety plan sections submitted 2/8/95, issues not addressed, revise & resubmit by 2/8/95 |
| 1110-90015 | RV1 | 00-0029 | 95/02/08 | Kathryn Lawrence Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Review of workplan submitted 2/8/95 for stabilization work, issues not addressed, w/marginalia |
| 1110-00013 | RV1 | 00-0030 | 95/02/09 | Kathleen Yokota CA Dept of Health Services - Toxic Substances Control Div | Sayereh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div | Memo: Review of health & safety plan, w/TL to K Lawrence fr K Yokota & attchs (draft) (faxed) |
| 1110-90009 | RV1 | 00-0031 | 95/02/09 | Nancy Madel Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Financial assurance for compliance with order, 1/95 rpt due in 10 days of receipt this ltr, w/p 33 of order & w/o cert mail receipt |

145
Appendix E
218

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
*** Draft Administrative Record Index ***

| DOC # | CU | AR # | DATE yy/mm/dd | AUTHOR | ADDRESSEE | SUBJECT |
|------------|-----|---------|------------------|--|---|--|
| | | | | | Agency - Region 9 | Department of Toxic Substances Control (faxed) |
| 1110-90019 | RV1 | 00-0042 | 95/03/07 | Mike Schwennesen Ecology & Environment, Inc | Richard Martyn Environmental Protection Agency - Region 9 | Handwritten note re EPA codes have been checked & are acceptable, w/HAZCAT list of codes per each drum (faxed) |
| 1110-00022 | RV1 | 00-0043 | 95/03/10 | Ecology & Environment, Inc | | HAZCAT info of partial inventory obtained in process of IT Corp drum overpacking, w/TL to R Martyn fr M Schwennesen & marginalia (faxed) |
| 1110-00023 | RV1 | 00-0044 | 95/03/22 | Janet Carlson Environmental Protection Agency - Region 9 | Daniel Coffey Law Office of Daniel Wayne Coffey | Ltr: Interim measures & removal action workplan of 3/3/95 fails to properly carry out drum removal action, options for cleanup, w/attchs |
| 1110-00024 | RV1 | 00-0045 | 95/03/22 | Daniel Coffey Law Office of Daniel Wayne Coffey | Janet Carlson Environmental Protection Agency - Region 9 | Ltr: Questions re interim measures & removal action workplan 3/3/95, clarification of points, w/TL to J Carlson & M Nadel fr D Coffey (faxed 3/23/95) |
| 1110-90020 | RV1 | 00-0046 | 95/03/29 | Hamid Saebfar CA Dept of Health Services - Toxic Substances Control Div | Donald White Environmental Protection Agency - Region 9 | Ltr: Site referral fr CA Department of Toxic Substances Control to US EPA |
| 1110-90021 | RV1 | 00-0047 | 95/04/05 | Janet Carlson Environmental Protection Agency - Region 9 | Daniel Coffey Law Office of Daniel Wayne Coffey | Ltr: EPA will take over primary responsibility for removal action fr CA Department of Toxic Substances Control, request for access, w/access agreement |
| 1110-90032 | RV1 | 00-0048 | 95/04/28 | Sandy Farber Environmental Protection Agency - Region 9 | | Memo: Other documents considered or relied upon for site administrative record |
| 1110-90033 | RV1 | 00-0049 | 95/04/28 | Environmental Protection Agency - Region 9 | | List of US EPA guidance documents consulted during development & selection of response action for site |
| 1110-00031 | RV1 | 00-0050 | 95/05/01 | Richard Martyn Environmental Protection | Jeff Zelikson Environmental Protection | Action memo: Request for removal action, w/w/o appendices & |

+52 146 Appendix E
219

1 IN THE MATTER OF:

2
3
4 Omega Chemical Corporation
5 12504 & 12512 E. Whittier Blvd.
6 Whittier, CA 90602
7
8
9

10
11 RESPONDENTS:

12
13 Listed in Appendices A & B
14
15
16
17
18
19
20
21
22
23

) FIRST AMENDMENT TO
) ADMINISTRATIVE ORDER
) 95-15
) PURSUANT TO SECTION 106
) OF THE COMPREHENSIVE
) ENVIRONMENTAL RESPONSE
) COMPENSATION AND
) LIABILITY ACT OF 1980
) as amended, 42 U.S.C.
) Section 9606(a)

24 FIRST AMENDMENT

25 WHEREAS, on May 9, 1995, the U.S. Environmental
26 Protection Agency (EPA) issued Administrative Order No. 95-15
27 ("Order") (Attachment 1) regarding the Omega Chemical Corporation
28 Site located at 12504 E. Whittier Boulevard, Whittier, California
29 ("Site"). EPA issued the Order to parties who sent greater than
30 ten (10) tons of hazardous waste to the Site according to
31 California Department of Toxic Substances Control's ("DTSC")
32 computer database of hazardous waste manifest information for
33 1988-1992. The Order required the named Respondents to undertake
34 and complete removal activities to abate an imminent and
35 substantial endangerment to the public health and welfare or the
36 environment that may be presented by the actual or threatened
37 release of hazardous substances at or from the Site.

38 WHEREAS, approximately 115 Respondents ("Participating
39 Respondents") have expressed their intent to comply with Phase I
40 of the Order as required by Paragraph 17 of the Order.

41 WHEREAS, Respondents are required to express their

Appendix E
220

1 intent to comply with Phase II of the Work and submit the Phase
2 II Work Plan by September 1, 1995 under the Order. The
3 Participating Respondents have requested an extension of time for
4 these requirements under the Order.

5 WHEREAS, on June 27, 1995, the Participating
6 Respondents initiated the Phase I removal activities at the Site.
7 Through these activities, they have confirmed the existence of
8 actual and threatened releases of hazardous substances into the
9 environment at the Site. Sampling and analysis of the drums at
10 the Site revealed the presence of hazardous substances, including
11 characteristic hazardous waste, chlorinated hydrocarbons,
12 pesticides, acids, organic peroxides (which are explosive),
13 calcium carbide, HF acid and diethyl ether.

14 WHEREAS, during the course of drum removal activities,
15 the Participating Respondents uncovered additional evidence of
16 potential releases of hazardous substances to the environment at
17 the Site. The drums at the Site were stored on wooden pallets
18 placed on a concrete pad. Removal of the drums has exposed
19 corrosion and cracks in the concrete pad beneath the drums --
20 some of which were observed leaking as recently as July 25, 1995
21 -- creating a potential for further releases of hazardous
22 substances into the underlying soil and groundwater at the Site.

23 WHEREAS Participating Respondents have confirmed the
24 presence of hazardous substances in surface water at the Site.
25 On July 29, 1995, they sampled a pool of approximately 1000
26 gallons of discolored surface water located near a loading dock
27 at the Site. The sampling results indicated the presence of
28 hazardous substances, including dichloroethylene,
29 trichloroethylene, and tetrachloroethylene. Consequently, the
30 Participating Respondents removed the water on July 13, 1995.

31 WHEREAS, Participating Respondents have confirmed that
32 cylinders in the warehouse contain hazardous substances including
33 waste CFCs, trichlorofluoromethane, dichlorodifluoromethane,
34 trichlorotrifluoroethane, ethene, ethane, isobutane and propene.

35 WHEREAS, Participating Respondents have confirmed the
36 presence of hazardous waste exhibiting the characteristics of
37 ignitability and corrosivity in the drums in the warehouse.
38 Furthermore, the labels on the warehouse drums state that the
39 containers contain various percentages of hazardous substances
40 including R-11 (trichloromonofluoromethane), methylene chloride,
41 R-113 (trichlorotrifluoroethane), trichloroethane,
42 trichloroethylene and perchloroethylene.

43 WHEREAS, Participating Respondents have confirmed the
44 presence of hazardous substances in the sludge of five 5,000
45 gallon tanks. Sampling and analysis revealed hazardous
46 substances including lead, cadmium, mercury, 2-butanone,

1 methylene chloride, tetrachloroethane, toluene, 1,1,1-
2 trichloroethane, xylenes, 1,2-dichlorobenzene and other
3 substances.

4 WHEREAS on July 31, 1995, EPA received additional
5 manifest database information from DTSC regarding hazardous waste
6 sent to the Omega Chemical during the years 1981-1988 and added
7 this information to the pre-1988 manifest database. Based on the
8 combined 1981-1992 database, EPA has identified additional
9 parties that sent greater than 10 tons of hazardous waste to the
10 Site. These newly identified parties are listed in Attachment 2.

11 WHEREAS, EPA has learned that the address of the
12 administrative building at the Site is 12512 E. Whittier Blvd.,
13 Whittier, CA 90602. This administrative building is included in
14 the description of the Site in Administrative Order 95-15.

15 THEREFORE Administrative Order 95-15 is hereby amended as
16 follows:

17 CAPTION AND APPENDIX A

18 1. Appendix A (List of Respondents to Administrative Order
19 95-15) is amended to add the entities identified in Attachment 2.

20 2. Appendix B is amended to add Omega Refrigerant
21 Reclamation located at 12504 Whittier Blvd., Whittier, California
22 90602.

23 FINDINGS OF FACT

24 1. Site Description/Location: The first sentence (Page 2,
25 Lines 26 and 27) are replaced with the following:

26 The Omega Chemical Corporation Site is located at 12504
27 and 12512 E. Whittier Blvd., Whittier, California.

28 2. Respondents: The following paragraph is added to this
29 section:

30 Respondent Omega Refrigerant Reclamation is a
31 corporation incorporated under the laws of California. Omega
32 Refrigerant Reclamation owns equipment at the Site.

33 2. Respondents: page 4, lines 1-7 are deleted and replaced
34 with the following:

35 The Respondents listed in Appendix A arranged for
36 disposal or treatment, or arranged with a transporter for
37 transport for disposal or treatment of greater than ten (10) tons
38 of hazardous waste to the Site according to California Department

1 of Toxic Substances Control's ("DTSC") computer database of
2 hazardous waste manifest information for 1981-1992.

3 4. Page 6, lines 16-36 are deleted.

4 CONCLUSIONS OF LAW

5 9. page 8: The following sentence is added to paragraph 9:

6 Respondent Omega Refrigerant Reclamation is an owner or
7 operator of the Site as defined by Section 101(20) of CERCLA, 42
8 U.S.C. Section 9601(20) and owned or operated the Site within the
9 meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. Section
10 107(a)(2).

11 12. Page 8: This paragraph 12 is deleted and replaced with
12 the following:

13 Trichlorofluoromethane, dichlorodifluoromethane,
14 trichlorotrifluoroethane, ethene, ethane, isobutane, propene,
15 dichloroethylene, trichloroethylene, tetrachloroethylene
16 lead, cadmium, mercury, 2-butanone, methylene chloride,
17 tetrachloroethane, toluene, 1,1,1-trichloroethane, xylenes, 1,2-
18 dichlorobenzene, pesticides, acids, organic peroxides, calcium
19 carbide, HF acid and diethyl ether are hazardous substances as
20 defined by Section 101(14) of CERCLA, 42 U.S.C. Section 9601(14),
21 and Section 302.4 of the National Contingency Plan (NCP), 40 CFR
22 Part 300.

23 13. Page 8: This paragraph 13 is deleted and replaced with
24 the following:

25 The presence of characteristic hazardous waste, chlorinated
26 hydrocarbons, pesticides, acids, organic peroxides, calcium
27 carbide, HF acid and diethyl ether in the drums, some of which
28 were leaking, and the presence of methylene chloride,
29 tetrachloroethylene, trichloroethylene, 1,1-dichloroethylene and
30 1,1,1-trichloroethane in the surface water, soil and groundwater
31 at the Site constitutes an actual or threatened "release" as that
32 term is defined in Section 101(22) of CERCLA, 42 U.S.C. Section
33 9601(22).

34 DETERMINATIONS

35 16.c. Actual or potential contamination of drinking water
36 supplies:

37 The following sentences are added to this paragraph 16.c.:

38 Corrosion and cracks in the concrete pad beneath the drums -
39 - some of which were observed leaking as recently as July 25,
40 1995 -- create a potential for further releases of hazardous
41 substances into the underlying soil and groundwater at the Site.

1 Sampling results of a pool of approximately 1000 gallons of
2 discolored surface water located near a loading dock at the site
3 revealed the presence of hazardous substances, including
4 dichloroethylene, trichloroethylene, and tetrachloroethylene.
5 The direct contact between the liquid containing hazardous
6 substances with the soil provides a further pathway to soil and
7 groundwater contamination.

8 16.f. High levels of hazardous substance or pollutants or
9 contaminants in soils at or near the surface, that may migrate

10 The following sentences are added to Paragraph 16.f.

11 Corrosion and cracks in the concrete pad beneath the drums -
12 - some of which were observed leaking as recently as July 25,
13 1995 -- create a potential for further releases of hazardous
14 substances into the underlying soil and groundwater at the Site.

15 Sampling results of a pool of approximately 1000 gallons of
16 discolored surface water located near a loading dock at the site
17 revealed the presence of hazardous substances, including
18 dichloroethylene, trichloroethylene, and tetrachloroethylene.
19 The direct contact between the liquid containing hazardous
20 substances with the soil provides a further pathway to soil and
21 groundwater contamination.

22 ORDER

23 17. The second sentence (page 11, lines 10-12) of paragraph
24 17 is replaced with the following sentence:

25 "Respondents shall notify EPA in writing by September 18,
26 1995 stating their unequivocal and irrevocable intent to comply
27 with the removal activities set forth in paragraphs 21(h-i)
28 ("Phase II Work") of this Order."

29 18. The second sentence (page 11, lines 20-22) of paragraph
30 18 is replaced with the following sentence:

31 "Respondents shall submit a Phase II Work Plan for the
32 activities set forth in Paragraph 21(h-i) by September 18, 1995.

33 ADMINISTRATIVE RECORD

34 46. The last sentence (page 17, line 14 is replaced with
35 this sentence).

36 The Index to the Administrative Record is enclosed with the
37 Order. (Attachment 3)

1

2

3

8

9

D

7.

2

3

1 Respondent shall notify EPA in writing within 3 days of the
2 rejection, if any, by any performing parties of Respondent's
3 offer to perform or, in lieu of performance, to pay for the Work.

4 f) The undertaking or completion of any
5 requirement of this Order by any other person, with or without
6 the participation of a Respondent, shall not relieve any
7 Respondent of its obligation to perform each and every other
8 requirement of this Order.

9 g) Any failure to perform, in whole or in part,
10 any requirement of this Order by any other person with whom a
11 Respondent is coordinating or participating in the performance of
12 such requirement shall not relieve any Respondent of its
13 obligation to perform each and every requirement of this Order.

14 Submission of Documents - On request of EPA and subject to
15 any claims of applicable privilege(s), Respondents shall submit
16 to EPA all documents in its possession, custody, or control
17 relating to (1) offers to any performing parties to perform or to
18 pay for, or (2) performance of or payment for, the Work required
19 by this Order in conjunction with any performing parties.

20 OPPORTUNITY TO CONFER

21 With respect to the actions required by Administrative Order
22 95-15 and this Amendment, the Respondents in Attachment 2 may
23 have a conference with EPA at 10:00 am, September 11, 1995 at the
24 following location:

25 U.S. EPA Superfund Records Center Conference Room
26 95 Hawthorne Street
27 Suite 403 South
28 San Francisco, CA 94105-3901
29 Telephone (415) 536-2000

30 Respondents may appear in person or be represented by an attorney
31 or other representative. Respondents may present any information
32 regarding this Order. Regardless of whether a conference is
33 held, Respondents may submit any information, arguments or
34 comments in writing to EPA within 2 business days following the
35 conference. This conference is not an evidentiary hearing, does
36 not constitute a proceeding to challenge this Order, and does not
37 give Respondents a right to seek review of this Order.

38 EFFECTIVE DATE

39 The effective date of this Amendment 1 to the Order is September
40 12, 1995.

7.
Appendix E
226

1
2 THIS AMENDMENT TO ADMINISTRATIVE ORDER 95-15 IS ISSUED on this ____
3 ____ day of _____, 1995.

4 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

5 By: Keith A. Taka
6 Jeff Zelikson, Director
7 + Hazardous Waste Management Division
8 United States Environmental Protection Agency
9 Region IX

10 Contacts:

11 Richard Martyn
12 On Scene Coordinator
13 Emergency Response Section (H-8-3)
14 United States Environmental Protection Agency
15 75 Hawthorne Street
16 San Francisco, CA 94105
17 (415) 744-2288

18 Bill Weis
19 Enforcement Officer
20 Removal Response Section (H-8-4)
21 United States Environmental Protection Agency
22 75 Hawthorne Street
23 San Francisco, CA 94105
24 (415) 744-2338

25 Janet R. Carlson
26 Assistant Regional Counsel (RC-3-4)
27 Office of Regional Counsel
28 United States Environmental Protection Agency
29 75 Hawthorne Street
30 San Francisco, CA 94105
31 (415) 744-1395
32

ATTACHMENT 3
INDEX TO ADMINISTRATIVE RECORD

Appendix E
228

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
ADMINISTRATIVE RECORD INDEX

| DATE yy/mm/dd | AR # | AUTHOR | ADDRESSEE | SUBJECT |
|------------------|-------|--|--|--|
| 81/06/29 | AR 1 | Leon Directo Los Angeles County - Sanitation Districts | Clyde Haight City of Whittier | Ltr: Industrial wastewater discharge permit #8513, 1981 & 1987 amendments & analysis, w/attchs & TL to K Lawrence fr D O'Heara 2/8/95 (faxed 2/8/95) |
| 81/10/06 | AR 2 | Harvey Collins CA Dept of Health Services | Omega Chemical Corp | Interim status document (attch A) |
| 85/06/26 | AR 3 | Brian Villalobos LeRoy Crandall & Assoc | Steve Simpson Omega Chemical Corp | Ltr: Investigation of subsurface soil contamination at tank farm at site, w/map, boring log & sampling & analysis data |
| 87/08/26 | AR 4 | David Lloyd Leighton & Assoc, Inc | Paul Hendricks Darling, Wold & Agee | Ltr: Results of lab analysis performed on soil samples collected after removal of underground tank on Fred R Rippey Trust property, w/maps & apps A & B |
| 87/10/08 | AR 5 | Dennis O'Heara Omega Chemical Corp | Environmental Protection Agency - Region 9 | Hazardous waste permit applications, w/supplements |
| 88/02/02 | AR 6 | Charles Keller Environmental Research & Technology, Inc | Michael Ashby Thomson & Nelson | Ltr: Rpt on soil vapor survey of Fred R Rippey Trust real property, w/maps & soil gas survey results (draft) |
| 88/10/00 | AR 7 | Paul Miller ENSR Consulting & Engineering | Thomson & Nelson | Rpt on site assessment investigations |
| 91/10/03 | AR 8 | Jeff Zelikson Environmental Protection Agency - Region 9 | Omega Chemical Corp | Administrative order on consent in matter of Omega Chemical Corporation, respondent, w/table of contents & attchs 1-5 |
| 92/01/01 | AR 9 | CA Environmental Protection Agency - Dept of Toxic Substances Control | | List of generators with contributions more than 10 tons between 1/1/88 & 1/1/92, w/TL to J Jaros fr S Amirebrahimi 2/2/95 (faxed 2/2/95) |
| 92/01/05 | AR 10 | Dennis O'Heara Omega Chemical Corp | Environmental Protection Agency - Region 9 | Interim measures workplan, w/inspection plan of 10/29/90 (appendix E) |
| 93/08/07 | AR 11 | Craig Benson Ecology & Environment, Inc | William Lewis Environmental Protection Agency - Region 9 | Site assessment, w/post it TL to R Martyn 1/18/95 & funding justification for site removal action activities |

Appendix E
229

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
ADMINISTRATIVE RECORD INDEX

| DATE yy/mm/dd | AR # | AUTHOR | ADDRESSEE | SUBJECT |
|------------------|-------|--|---|--|
| | | | | (faxed 1/18/95) (redacted, FOIA ex 4) |
| 94/10/25 | AR 12 | Omega Chemical Corp | | Meeting of generators, 10/25/94 |
| 94/12/05 | AR 13 | Ernest Williams CA Superior Court | Omega Chemical Corp | Findings of fact, conclusions of law, judgment re contempt, people of State of CA v Omega Chemical Corporation & Dennis O'Meara (faxed 2/1/95) |
| 95/01/19 | AR 14 | Randy Randall Ecology & Environment, Inc | | Description sheet, w/20 2x2 color slides (labeled) |
| 95/01/30 | AR 15 | Nancy Nadel Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Site visit 1/19/95 shows conditions in violation of consent order signed 10/3/91, send inspection records, w/o cert mail receipt #P424-454-429 |
| 95/01/31 | AR 16 | Micromedex, Inc | | Databank information re polymethylene polyphenyl isocyanate |
| 95/02/01 | AR 17 | Omega Chemical Corp | | Agenda for potentially responsible party (PRP) committee meeting |
| 95/02/01 | AR 18 | Omega Chemical Corp | | Attendance list for potentially responsible party (PRP) group meeting |
| 95/02/02 | AR 19 | Judith Praitis Sidley & Austin | Nancy Long CA Dept of Health Services - Toxic Substances Control Div | Ltr: Steering committee response & developments to 2/1/95 meeting re site, w/TL to J Jaros fr D O'Meara & fax confirmation sheet (faxed) |
| 95/02/07 | AR 20 | International Technology Corp | | Site stabilization workplan, w/TL to K Laurence fr D O'Meara (faxed) |
| 95/02/08 | AR 21 | International Technology Corp | Omega Chemical Corp | Revisions to draft workplan & health & safety plan, w/TL to K Laurence fr L Chase (faxed) |
| 95/02/08 | AR 22 | Ecology & Environment, Inc | | Site-specific info fr generic health & safety plan & section 13-blank site- specific health & safety plan summary, w/TL to K Laurence fr M Soft (faxed) |
| 95/02/08 | AR 23 | International Technology Corp | Omega Chemical Corp | Corrected workplan for drum storage stabilization & 2 pp for health & safety |

Appendix E
230

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
ADMINISTRATIVE RECORD INDEX

| DATE yy/mm/dd | AR # | AUTHOR | ADDRESSEE | SUBJECT |
|------------------|-------|--|---|---|
| | | | | plan, w/TL to K Lawrence fr J Stapleton (faxed) |
| 95/02/08 | AR 24 | Mike Schwennesen Ecology & Environment, Inc | Kathryn Lawrence Environmental Protection Agency - Region 9 | Memo: Review of drum storage stabilization health & safety plan (faxed) |
| 95/02/08 | AR 25 | Dennis O'Meara Omega Chemical Corp | Kathryn Lawrence Environmental Protection Agency - Region 9 | Ltr: Omega has on-site personnel to maintain security & integrity of site on 24-hour basis 7 days a week & will respond to emergency (faxed) |
| 95/02/08 | AR 26 | Kathryn Lawrence Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Review & acceptance of revised final workplan & health & safety plan section II Corp submitted 2/8/95, w/stipulation agreement signature page |
| 95/02/08 | AR 27 | International Technology Corp | | Corrected workplan, w/TL to K Lawrence fr J Stapleton (faxed) |
| 95/02/08 | AR 28 | Kathryn Lawrence Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Review of revised draft workplan & health & safety plan sections submitted 2/8/95, issues not addressed, revise & resubmit by 2/8/95 |
| 95/02/08 | AR 29 | Kathryn Lawrence Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Review of workplan submitted 2/8/95 for stabilization work, issues not addressed, w/marginalia |
| 95/02/09 | AR 30 | Kathleen Yokota CA Dept of Health Services - Toxic Substances Control Div | Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div | Memo: Review of health & safety plan, w/TL to K Lawrence fr K Yokota & attchs (draft) (faxed) |
| 95/02/09 | AR 31 | Nancy Nadel Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Financial assurance for compliance with order, 1/95 rpt due in 10 days of receipt this ltr, w/p 33 of order & w/o cert mail receipt #P389-856-104 |
| 95/02/09 | AR 32 | Kathryn Lawrence Environmental Protection Agency - Region 9 | Dennis O'Meara Omega Chemical Corp | Ltr: Revisions need to be made to health & safety practices, not received revisions & workplan due 2/10/95, w/stipulations agreement signature page |
| 95/02/17 | AR 33 | Dennis O'Meara Omega Chemical Corp | Sayareh Amirebrahimi CA Dept of Health | Ltr: Transportation workplan, requests meeting |

Appendix E
231

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
ADMINISTRATIVE RECORD INDEX

| DATE yy/mm/dd | AR # | AUTHOR | ADDRESSEE | SUBJECT |
|------------------|-------|---|---|---|
| | | | Services - Toxic Substances Control Div | |
| 95/02/17 | AR 34 | Judith Praitis Sidley & Austin | Nancy Long CA Dept of Health Services - Toxic Substances Control Div | Ltr: Comments on draft consent order circulated 2/1/95, w/o encl |
| 95/02/17 | AR 35 | Dennis O'Meara Omega Chemical Corp | Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div | Ltr: Transportation workplan - schedule of removal activities, w/TL to R Martyn fr D O'Meara (faxed) |
| 95/02/22 | AR 36 | Dennis O'Meara Omega Chemical Corp | Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div | Ltr: Transportation workplan - interim remedial action workplan will be submitted by 3/3/95, w/TL to R Martyn fr D O'Meara (faxed) |
| 95/03/02 | AR 37 | Daniel Coffey Law Office of Daniel Wayne Coffey | Nancy Long CA Dept of Health Services - Toxic Substances Control Div | Ltr: Request concerning consent agreement, discussion with PRP group, & EPA access to site (faxed 3/3/95) |
| 95/03/03 | AR 38 | International Technology Corp | Dennis O'Meara Omega Chemical Corp | Interim measures removal action workplan (draft) |
| 95/03/03 | AR 39 | Dennis O'Meara Omega Chemical Corp | Sayareh Amirebrahimi CA Dept of Health Services - Toxic Substances Control Div | Ltr: Interim removal action plan, w/o attch |
| 95/03/06 | AR 40 | Mike Schwennesen Ecology & Environment, Inc | William Lewis Environmental Protection Agency - Region 9 | Site assessment rpt, w/photos & attendees of 2/1/95 meeting |
| 95/03/06 | AR 41 | Dennis O'Meara Omega Chemical Corp | Richard Martyn Environmental Protection Agency - Region 9 | Ltr: Submitted workplan for removal of drums & equipment to you & Department of Toxic Substances Control (faxed) |
| 95/03/07 | AR 42 | Mike Schwennesen Ecology & Environment, Inc | Richard Martyn Environmental Protection Agency - Region 9 | Handwritten note re EPA codes have been checked & are acceptable, w/HAZCAT list of codes per each drum (faxed) |
| 95/03/10 | AR 43 | Ecology & Environment, Inc | | HAZCAT info of partial inventory obtained in process of IT Corp drum overpacking, w/TL to R Martyn fr M |

Appendix E
232

OMEGA CHEMICAL CORPORATION
Superfund Removal Site
Whittier, California
ADMINISTRATIVE RECORD INDEX

| DATE yy/mm/dd | AR # | AUTHOR | ADDRESSEE | SUBJECT |
|------------------|-------|--|--|---|
| | | | | Schuennesen & marginalia (faxed) |
| 95/03/22 | AR 44 | Janet Carlson Environmental Protection Agency - Region 9 | Daniel Coffey Law Office of Daniel Wayne Coffey | Ltr: Interim measures & removal action workplan of 3/3/95 fails to properly carry out drum removal action, options for cleanup, w/attchs |
| 95/03/22 | AR 45 | Daniel Coffey Law Office of Daniel Wayne Coffey | Janet Carlson Environmental Protection Agency - Region 9 | Ltr: Questions re interim measures & removal action workplan 3/3/95, clarification of points, w/TL to J Carlson & N Nadel fr D Coffey (faxed 3/23/95) |
| 95/03/29 | AR 46 | Hamid Saebfar CA Dept of Health Services - Toxic Substances Control Div | Donald White Environmental Protection Agency - Region 9 | Ltr: Site referral fr CA Department of Toxic Substances Control to US EPA |
| 95/04/05 | AR 47 | Janet Carlson Environmental Protection Agency - Region 9 | Daniel Coffey Law Office of Daniel Wayne Coffey | Ltr: EPA will take over primary responsibility for removal action fr CA Department of Toxic Substances Control, request for access, w/access agreement |
| 95/04/28 | AR 48 | Sandy Farber Environmental Protection Agency - Region 9 | | Memo: Other documents considered or relied upon for site administrative record |
| 95/04/28 | AR 49 | Environmental Protection Agency - Region 9 | | List of US EPA guidance documents consulted during development & selection of response action for site |
| 95/05/01 | AR 50 | Richard Martyn Environmental Protection Agency - Region 9 | Jeff Zelikson Environmental Protection Agency - Region 9 | Action memo: Request for removal action, w/o appendices & enforcement addendum (redacted, FOIA ex 7) |

No. of Records: 50
\\arfinal1.rpt

Appendix E
233

OMEGA CHEMICAL CORPORATION
SUPERFUND REMOVAL SITE
Whittier, California

Administrative Record Index
(Continued)

| <u>Date</u> | <u>Author</u> | <u>Addressee</u> | <u>Subject</u> |
|--|------------------------------------|--|--------------------------------|
| 2/1/95 | Richard Martyn | Dennis O'Meara | Notice of Federal Interest |
| 3/27/95 | Daniel Coffey | Janet R. Carlson Nancy Nadel | Financial Inability to do work |
| 4/5/95 | Richard Martyn Janet Carlson | Daniel Coffey | Access |
| April 1993 | U.S. Dept. Health & Human Services | Trichloroethylene Toxicology Profile | |
| April 1993 | U.S. Dept. Health & Human Services | Tetrachloroethylene Toxicology Profile | |
| April 1993 | U.S. Dept. Health | Methylene Chloride Toxicology Profile | |
| July - August 1995 Del Mar Analytical Results of Tanks | | | |
| July - August 1995 HAZCAT Analytical Results of Drums on concrete pads | | | |
| July 1995 Del Mar Analytical Results of Surface Water | | | |
| August 1995 HAZCAT Analytical Results of Drums in Warehouse | | | |
| August 1995 Integral Sciences Incorporated Analytical Results of Cylinders | | | |

Appendix E
234

GENERATOR RESPONDENTS

ATTACHMENT 2

Appendix F
235

Airesearch Mfg. Co. of Calif.
Attn: Legal Department
9851 Sepulveda Blvd.
Los Angeles, CA 90009

Airesearch Mfg. Co. of Calif.
Attn: Legal Department
2525 W. 190th St.
Torrance, CA 90509

Airesearch Mfg. Co. of Calif.
Attn: Legal Department
20225 Western Ave.
Torrance, CA 90509

Barnes-Hind/Hydrocurve Inc.
Attn: Legal Department
8006 Engineer Rd.
San Diego, CA 92111

Bell Industries ESD
Attn: Legal Department
1831 S. Ritchey St.
Santa Ana, CA 92705

Bonanza Pontiac Cadillac Olds, Inc.
Attn: Legal Department
559 N. Main St.
Porterville, CA 93257

Borg-Warner Corp-York Div.
Attn: Legal Department
16350 Manning Way
Cerritos, CA 90701

Burtin Urethane
Attn: Legal Department
3423 Fordham Ave.
Santa Ana, CA 92704

Calsonic Climate Control Inc.
Attn: Legal Department
9 Holland
Irvine, CA 92718

Canon Business Machines Inc.
Attn: Legal Department
3191 Red Hill Ave.
Costa Mesa, CA 92627

Century Data Systems
Attn: Legal Department
1270 No. Kramer Blvd.
Anaheim, CA 92806

Chase Bag Co.
Attn: Legal Department
4900 Corona Ave.
Los Angeles, CA 90058

Chem Waste Mgmt
Attn: Legal Department
1704 W. First St.
Azusa, CA 91702

Ciba Geigy Corp. CMD
Attn: Legal Department
5115 E. La Palma Ave.
Anaheim, CA 92807

1. *Appendix E*
236

Ciba-Geigy Corp. Composite Matls
Dept.
Attn: Legal Department
10910 Talbert Ave.
Fountain Valley, CA 92708

Ciba-Geigy Corp./Carriage Dr. Site
Attn: Legal Department
4021 W. Carriage Dr.
Santa Ana, CA 92714

Del Mar Avionics
Attn: Legal Department
1601 Alton Ave.
Irvine, CA 92714

Del Mar Avionics
Attn: Legal Department
1601 Alcon Ave.
Irvine, CA 92714

Deutsch Ind. Prod. Div.
Attn: Legal Department
37140 Industrial Ave.
Hemet, CA 92343

Disneyland Central Plant
Attn: Legal Department
1600 S. Walnut
Anaheim, CA 90670

Dow Chemical Co. Long Beach Terminal
Attn: Legal Department
305 Henry Ford Ave.
Long Beach, CA 90731

Esgraph Inc.
Attn: Legal Department
6780 8th Street
Buena Park, CA 90620

Facet Energy Inc.
Attn: Legal Department
1317 E. Wardlow Rd.
Long Beach, CA 90807

Foamex A Limited Partnership
Attn: Legal Department
2060 N. Batavia St.
Orange, CA 92665

Four Star Foundry
Attn: Legal Department
7300 E. Compton Blvd.
Paramount, CA 90723

Gaiser Tool Co.
Attn: Legal Department
2075 Knoll Dr.
Ventura, CA 93003

Gambro Inc. American Membrane
Division
Attn: Legal Department
1450 Industrial Park St.
Covina, CA 91722

Graham Packaging
Attn: Legal Department
10880 Thienes Ave.
S. El Monte, CA 91733

Hughes Aircraft Co-Microelec Systems
Div.
Attn: Legal Department
2601 Campus Dr.
Irvine, CA 92714

Hughes Aircraft Co-Radar Systems
Group
Attn: Legal Department
2030 Maple Ave.
El Segundo, CA 90245

Hughes Aircraft Co-SCG
Attn: Legal Department
1920 E. Imperial Hwy
El Segundo, CA 90009

Huntington Park Rubber Stamp Co.
Attn: Legal Department
2761 E. Slauson Ave.
Huntington Park 90255

IBIS Systems Inc.
Attn: Legal Department
5775 N. Lindero Canyon Rd.
Westlake Village, CA 91362

IBIS Systems Inc.
Attn: Legal Department
1850 Evergreen Dr.
Duarte, CA 91010

Information Management Systems (IMS)
Attn: Legal Department
31717 La Tienda Dr.
Westlake Village, CA 91359

J and S Laboratories Incorporated
Attn: Legal Department
1352 Coil Ave.
Wilmington, CA 90744

J C Shumacher Company
Attn: Legal Department
580 Airport Road
Oceanside, CA 92054

Kolmar Laboratories Inc.
Attn: Legal Department
5950 Wilderness Avenue
Riverside, CA 92504

LA Health Services Harbor/UCLA Med
Ctr
Attn: Legal Department
1000 W. Carson St.
Torrance, CA 90509

Loma Linda University
Attn: Legal Department
Office-Radiation & Hazardous Agents
Safety
Loma Linda, CA 92354

Los Angeles Airport Hilton
Attn: Legal Department
5711 W. Century Blvd.
Los Angeles, CA 90045

Lubrication Company of America
Attn: Legal Department
12500 Lang Station Rd.
Los Angeles, CA 91351

3.

Appendix E
238

Macom
Attn: Legal Department
4215 Sorrento Valley Blvd.
San Deigo, CA 92121

Masco Building Prod. Corp.
Attn: Legal Department
4100 Ardmore Ave.
South Gate, CA 90280

Mattel Inc.
Attn: Legal Department
13060 E. Temple
City of Industry, CA 91744

Mayoni Enterprises
Attn: Legal Department
10340 Glenoaks Blvd.
Pacoima, CA 91331

Moore Printed Circuits Inc.
Attn: Legal Department
8575 Aero Dr.
San Diego, CA 92123

Multi-Chemical Products Inc.
Attn: Legal Department
2128 North Merced Ave.
South El Monte, CA 91733

New Hampshire Ball Bearing Inc.
Attn: Legal Department
9730 Independence Ave.
Chatsworth, CA 91311

Norris Industries Inc.
Attn: Legal Department
5215 So. Boyle Avenue
Los Angeles, CA 90058

Novscap Inc.
Attn: Legal Department
1811 No. Keystone St.
Burbank, CA 91504

Oil & Solvent Process Company
Attn: Legal Department
9131 E. 96th Ave.
Henderson, CO 80640

Patton Co.
Attn: Legal Department
601 Sonora Ave.
Glendale, CA 91201

Patton Div. of Alford Ind. Inc.
Attn: Legal Department
601 Sonora Ave.
Glendale, CA 91201

Rancho San Pedro
Attn: Legal Department
375 W. First St.
San Pedro, CA 90731

Recycling Resources Inc.
Attn: Legal Department
1340 W. Lincoln St.
Phoenix, AZ 85007

Appendix E
239

Remet Corp.
Attn: Legal Department
16511 Knott Ave.
La Mirada, CA 90638

The Rinchem Co. Inc.
Attn: Legal Department
2402 S. 15th Ave.
Phoenix, CA

Rockwell Int'l Corp/Anaheim
Attn: Legal Department
3370 Mira Loma
Anaheim, CA 92803

Rockwell Int'l Corp/Rocketdyne Div.
Attn: Legal Department
6633 Canoga Ave.
Canoga Park, CA 91304

Rockwell Int'l/Rocketdyne Div. II
Attn: Legal Department
Woolsey Canyon Rd.
Simi Hills, CA 93063

Service Chemical Co.
Attn: Legal Department
1341 E. Maywood St.
Santa Ana, CA 92706

Service Chemical Co. (DBA)
Attn: Legal Department
1341 E. Maywood St.
Santa Ana, CA 92706

The Sherwin-Williams Co.
Attn: Legal Department
6930 Telegraph Rd.
City of Commerce, CA 90040

SIGMA Casting Corporation
Attn: Legal Department
925 Charlie Rd.
City of Industry, CA 91748

Specific Plating Co. Inc.
Attn: Legal Department
1350 S. Eastern Ave.
City of Commerce, 90022

City of Irvine, Landscape Section
Attn: Legal Department
One Civic Center Plaza, P.O. Box
19575
Irvine, CA 95814

Tension Envelope
Attn: Legal Department
15303 So. Marquardt Ave.
Santa Fe Springs, CA 90670

Upjohn Company CPR Division
Attn: Legal Department
555 Alaska Avenue
Torrance, CA 90503

Vapor Degreaser
Attn: Legal Department
11672 Mc Bean Dr.
El Monte, CA 91732

5. *Appendix E*
240

Warner-Lambert Co.
Attn: Legal Department
5115 E. La Palma Ave.
Anaheim, CA 92807

Yellow Freight System Inc.
Attn: Legal Department
2951 Lenwood Rd.
Barstow, CA 92311

Appendix E
241

F

Appendix F

242

APPENDIX F

Payment Schedules

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

C-1

- 1 -

Appendix F
243

APPENDIX F

PAYMENT SCHEDULES

Huntington Park Rubber Stamp Company

One-half paid on October 9, 1999, and the remainder will be paid in monthly intervals on a schedule to be agreed upon.

Jan-Kens Enameling Co., Inc.

Monthly payments of \$5,344.55 made over twenty-four months (payments started in October 1999).

Appendix F
244